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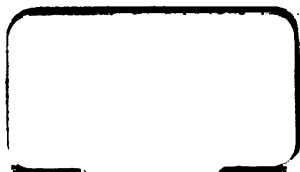
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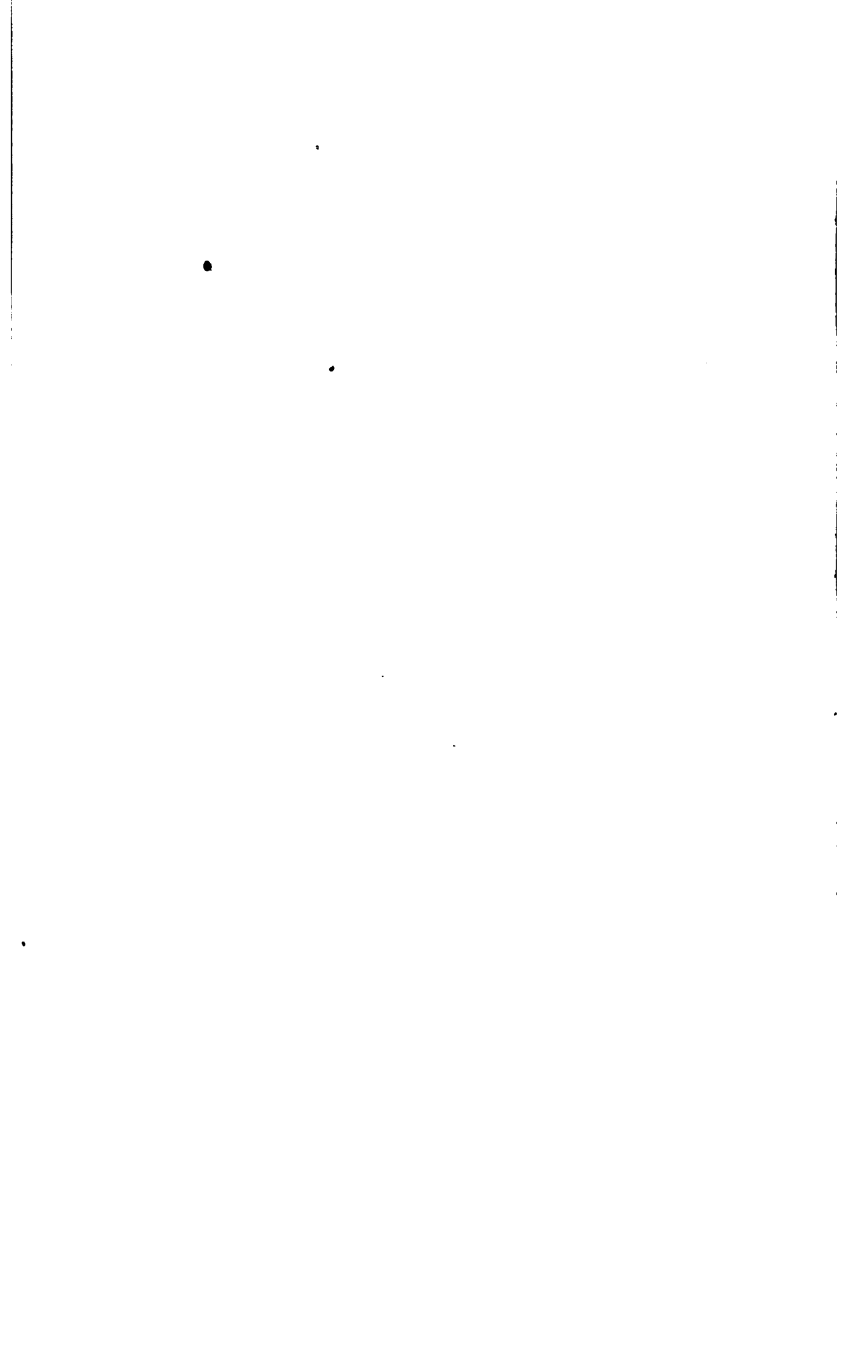
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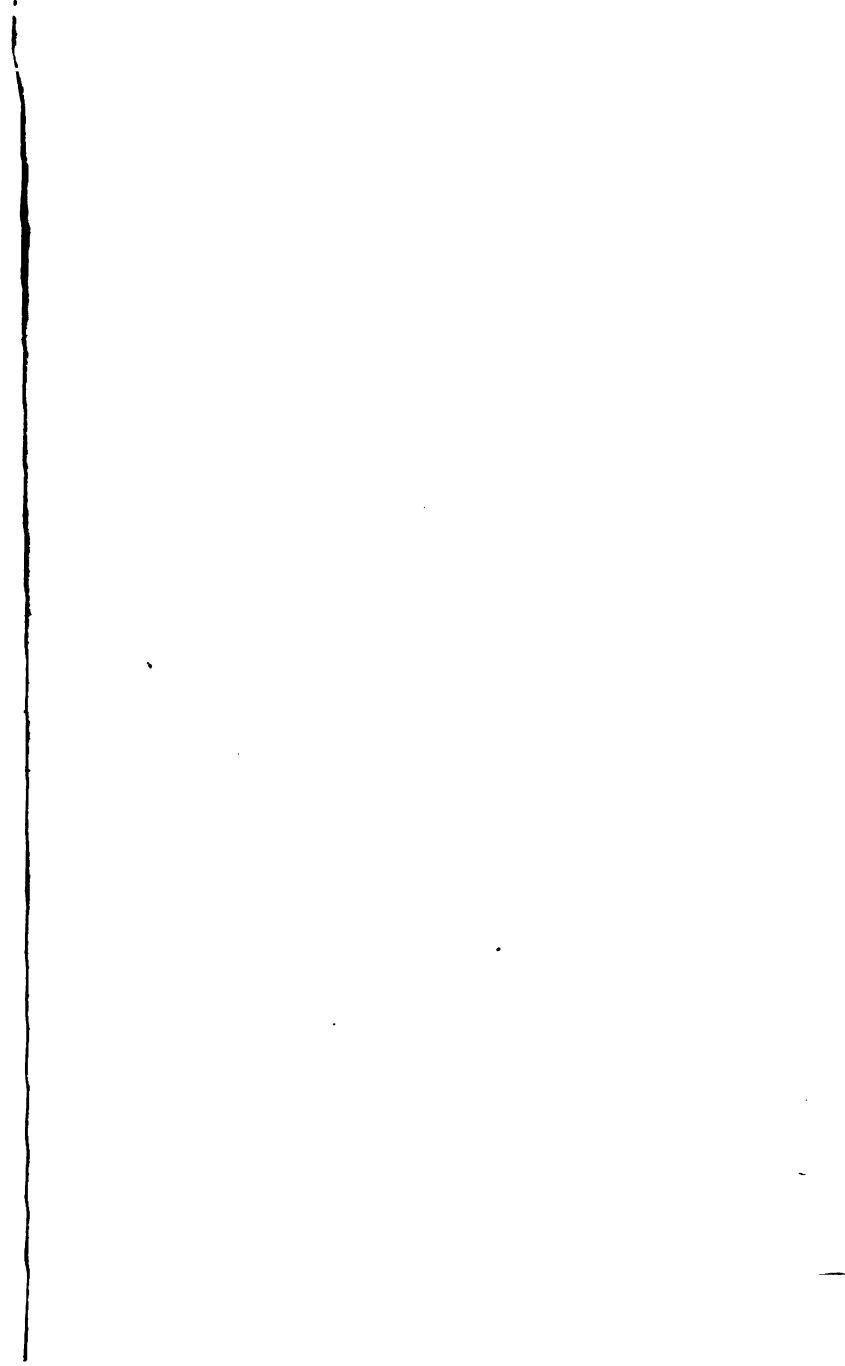
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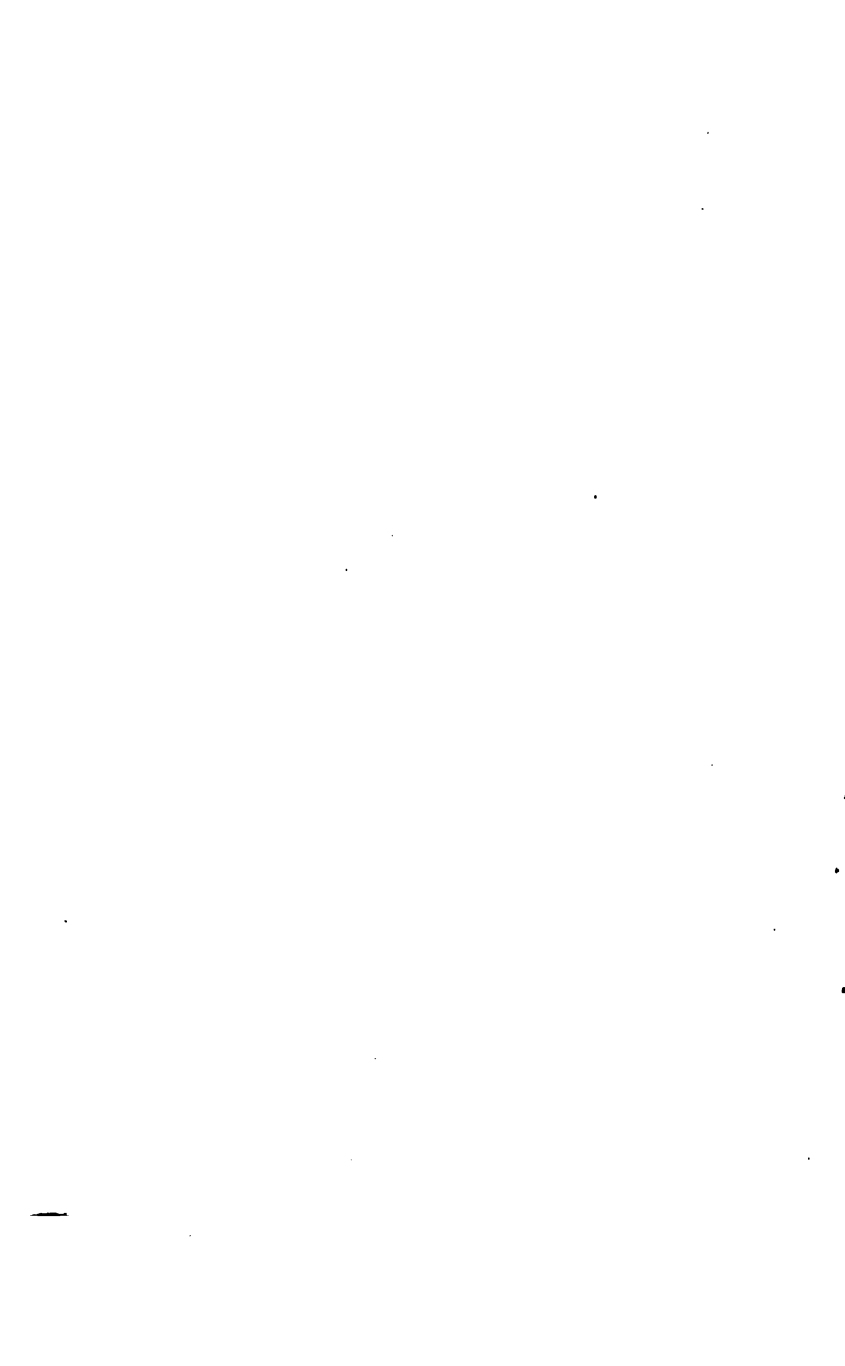
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A:
A:
Q:







THE
PRACTICE
OF
Courts=Leet,
AND
COURTS-BARON:



CONTAINING

Full and exact Directions for holding the said Courts,
and making up the Rolls or Records thereof.

AND LIKEWISE,

The Manner of Drawing, Entering and Proceeding on all
Sorts of *Presentments, Indictments, Verdicts, Fines, Forfeitures,*
Amerciements, &c. Surrenders, Admissions, Recoveries, in Nature
of Writs of Entry, en le post, &c. Distresses, Aduories, Replevins,
Trespases, Waivers, &c. with many curious Notes and Cases in
Law relating thereto :

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To *Customs, Prescriptions, By-Laws, Waifs, Wrecks, Estrays,*
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to the Jury and Homage in those respective Courts.

Published from the Manuscripts of Sir Will. Scroggs, Knt.
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To this **fourth Edition** are added very large Additions,
and the late Acts of Parliament concerning the Duty on *Surren-*
ders, Admittances, &c. the whole carefully corrected from the
Errors of the former Impression.

In the S A V O R:

Printed by E. and R. NUTT, and R. GOSLING,
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A. Bettesworth, W. Wears, D. Browne, and
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THE
PREFACE
TO THE
Judicious Reader.

THE Learning touching Copyhold Estates hath been always esteem'd such an Essential Branch of the Law, That the judicious Mr. Kitchen first made it his Business to leave to the Students and Professors of the Common Law his Labours, in a methodical and well-digested Collection upon that Subject, which Time has in some Measure rendred obsolete; the late Lord Coke hath long since given the World his admirable Sentiments upon the same Subject, in his Complete Copyholder. It was this that encouraged the Publisher, since both the said Pieces were long ago wrote, to add some modern Notes in

The Preface.

Law, such as he thinks may be sufficient Helps for any Steward or Person that will take upon him the Employment of keeping a Court-Leet, or Court-Baron; as being what relates to the Theory of that Science. But as to the Practick, when making up his Court-Rolls, he is at a further Loss for Want of Precedents for Instructions, in Regard neither of those above-mentioned Books do contain any more than a few Fragments of Entries of Admissions, Surrenders or Presentments, and no Ways fitting for, or suitable to the true Knowledge, or right Understanding of such a Work: For which Reason, the Publisher of this Fourth Edition hath adventur'd to give the World a complete Specimen of every Thing, which may any Way relate to the Practick Part of a Court-Leet, and a Court-Baron.

Vale.

THE

OF
Courts-Leet,
AND
COURTS-BARON.

Of Courts-Leet.



BEFORE I proceed to treat of the Court-
particular Practice of Courts-Leet^{Leet.}
and Courts-Baron, it may be neces-
sary, in the first Place, (briefly and
in general) to shew the original Institution,
Nature, End, Use, Authority, and Jurisdic-
tion of those respective Courts. And
First, of

A Court-Leet, which is defined to be a let's Defini-
Court of Record, originally derived out of^{tion and}
the Sheriff's Torn, and of the same Nature^{Nature.}
B with

Of Courts-Leet.

with it, and erected in Ease thereof, for the Punishment of Breaches of the Peace, Misdemeanors, Encroachments, Nuisances, and other Offences arising within its particular Precincts, in the same Manner as the like Offences are punishable within the Sheriff's Tourn; and is to be held twice yearly, as that is.

Institution. — Its original Institution seems to be, for that anciently all such as now owe Suit to this Court, were bound to come to the Sheriff's Tourn, in order there to take the Oath of Allegiance, &c. and to unite together for the Preservation of the Peace and good Government of the Kingdom. But it being more for the People's Ease to have the like Courts held within their own Townships or Manors, the Lords of such Manors, for Money, &c. procured Grants of such Courts to be held for Resiants, or Inhabitants within their Manors, &c. and, as a Recompence for the Charge in obtaining such Grants, the Resiants agreed to pay a certain Sum called *Capitag*, or *Certum Letæ*. And note; for Non-payment of this Duty, or a Refusal to present it, such Grantees may prescribe to amerce the Defaulters, and to distrein for the Amerciament; but no such Prescription shall be allowed for any other Matter of a private Nature. *1 Roll. Abr. 211. A. C.*

Certum Letæ.
11 Co. 42.

1 Roll. R.
31. 73.

2 Hawk.

57.

6 Co. 77.

Cro. J. 584.

1 Roll. Abr.

542. B.

'Tis a Rule, that no Man can be within two Leets at the same Time, and in the same Respect; and therefore, he who resides within the Precinct of a Leet duly held, can't be compell'd to appear, &c. at the Tourn, or other superior Leet, for any Purpose which may

may be as well answer'd by his Appearance, &c. at his own Leet. Yet if a particular or private Leet have not the general Jurisdiction of the Tourn, but only granted for two or three Articles of it, it seems the Inhabitants thereof must attend the Sheriff's Tourn for all such Matters, whereof such private Leet hath no Jurisdiction. Also, it seems a good Prescription for a Grand Leet, (to which other inferior Leets may be subordinate, as that is to the Tourn,) to oblige the chief Pledges, and a certain Number of the Residents or Inhabitants of every Town, &c. within its Precinct, to appear at every such Grand Leet, to inquire into such Offences as were not inquired into in the Inferior Leet.

Also the Sheriff's Tourn, as a Supervisor of this Court, ought to inquire whether the Tithings therein be whole or no, and to redress such Defaults as are not redressed in the Leet. Also, it seems it may, of common Right, inquire of the Concealment of Offences inquirable in Leets, and of the Defaults of the Lords of such Courts; but, without Doubt, a Prescription to that Purpose is good. And if a Leet be seized into the King's Hands, (as it may for such Defaults) all who owed Suit thereto ought to come to the Tourn.

And here we may observe, that a Leet being a Franchise not intended to be granted for the private Benefit of the Grantee, but for the Good of the Publick, for the more easy and convenient Administration of Justice, it shall be forfeited not only by Acts

² Rol. Abr.
203. pl. 7.

Cro. J. 283.

Cro. C. 75.
^{76.}
Ray. 204.

Finch 246.

Cro. J. 584.

² Rol. Abr.
203. pl. 7.

For what
Causes a
Leet may
be seiz'd or
forfeited.

Co. Lit.

^{233.}
⁹ Co. 50.

Cro. Jac. of gross and palpable Oppression and Injustice, but also by bare Omissions, in not making it answer the Ends of its Institution; 155.
 2 Rol. Abr. 155. O. as in not punishing Offenders as the Law
 1 Jon. 283. requires, or in neglecting to hold a Court
 or 383. when it ought to be holden, or in not
 Cro. Eliz. 125, 698. providing an able Steward who may duly discharge the Office, or in not taking Care to have such other Officers, or other Things, as are necessary for the Execution of Justice; as Constables, Ale-tasters, &c. with a Pillory, Stocks, Tumbrel, &c.

3 E. 4, 5. Altho' the proper Business of a Court-
 Dyer 233. Leet be to inquire of and punish such inferior Offences as aforesaid, viz. publick
 2 Hawk. 67. Breaches of the Peace, if Bloodshed, Affrays,
 4 H. 6. 10. Encroachments, Nuisances, &c. yet it may
 18. also inquire of all other Offences under
 1 Sand. 135. High Treason, as are of a publick Nature,
 Ray. 160. and committed within its Precincts. But such Offences whereof the Punishment is Loss of Life or Member, are only presentable and inquirable here, i. e. the Jurors here may find the Indictment. But then it is to be certified over to the Justices of the Assizes to be tried.

See the
 Stat. 1 E. 3.
 c. 16.

Also, for making Disturbances in a Court-Leet, or refusing to do one's Duty in Contempt of the Court, a Fine may be imposed by the Steward of the Leet; as where a Constable, duly elected, refuses to be sworn, or to serve; so a Bailiff refusing to execute his Office, or a Tithing-man or the Jurors to make Presentments, or if Jurors depart without giving their Verdict, &c. and a Distress may be for such Fine.

Vide 8 Co.
 38, &c.

Upon

Upon a Distress for a Fine in a Court-^{8 Co. 3a.} Leet, for refusing to hold the Office of Constable, it was adjudged, that for Contempts or Disturbances in Courts of Record, (which a Court-Leet is) a reasonable Fine may be imposed by the Steward of the Leet, as in the Instances *supra*; and that the Lord may distress for it, (without a Custom, *Q.*)

The Lord of a Leet may distress, or bring^{Keilw. 66. b.} Debt for a Fine; but the Officer must have a Warrant to distress; and if he has such Warrant, he is not punishable, tho' the Distress be wrongful, *Q.*

And the Lord may either sell the Di-^{8 Co. 41. b.} stress, &c. or put it into the common Pound at his Pleasure: And by *3 H. 7. 4 b.* the Lord of a Leet may sell the Distress, as the King may do.

The Steward in a Court-Leet telling the Defendant that he was a Suitor, and ought^{Cro. Eliz. 581. pl. 4} to be sworn, the Defendant contemptuously told him, that *he ly'd*; for which he set a Fine of 20*s.* on him. For which Debt was brought and held maintainable. And that for this Contempt and Abuse to him, being a Judge, and in his Authority, he might well fine him. And that for such Fine so assessed by the Steward, Debt lies, without any Prescription to assess such Fines, or to bring an Action for them.

And note; Courts-Leet may fine, but not^{11 Co. 44. b.} imprison; but County-Courts, Hundred-Courts, and Courts-Baron, can do neither.

The Reasonableness of the Fine shall be^{11 Co. 44. a. b.} adjudged by the Court; and if they think

it excessive, it shall not bind. And so it is in the Case of Copyhold Fines, if unreasonable.

Keilw. 65.
pl. 5. See
8 Co. 38,
39.

'Tis said by *Frowick* and *Kingsmill*, that all Fines in Leets may be assessed by the Steward, but all Amerciaments must be assessed by Assessors: And in an Avowry for an Amerciament, the Defendant must alledge a Prescription in the Use of this Assessing and Assessing.

Cro. Eliz.
241. See
Hob. 129.

The Steward cannot fine a Man for not doing Suit at Court, without a Presentment, that he ought to do it. But in such Case he shall rather be amerced.

Constable
fined or a-
merced.

The Steward may impose a Fine upon one who is elected Constable by the Jury, if he be present in the Court, and refuses to be sworn; but if he be not present, the Steward cannot fine him; yet he may be amerced, tho' absent, which must be presented and assessed at the next Court. And after the Court is over, a Justice of Peace must, on the Steward's Certificate that he is chosen, swear him. 5 *Mod.* 131.

Assess-
ments.

What Fines or Amerciaments may be in a Court-Leet, and how to be levied, *vide* *Plow.* 6. 52. a. *Keilw.* 65. a.

Jurors.
Alcock's
Case.
Pas. 7 W. 3.
B. R.

A Jury in a Court-Leet shall not be fined for not giving in their Verdict; and a Fine so set, was quash'd on a *Certiorari*. For that no Fine ought to be in such Case. See *Quare.* 8 Co. 34. a.

Note; There are two Manners of Offences punishable in Leets, *viz.* some committed in Court, and Some committed out of Court. Of those done in Court, as Contempts and

Misdemeanors done before the Steward him-^{8 Co. 41.} self sitting as Judge, he hath Conusance, and^{a. b.} may impose a Fine for them; and a Distress for such Fine is incident of common Right. But of such as are committed out of Court, the Jurors of the Leet have Conusance, and therefore Power to present them, and to impose Amerciaments for them. But such Amerciaments must be assented at the^{8 Co. 39.} next Court, and then a Distress may be for^{41.} such Amerciaments. But 'tis said in *Shower's*^{11 Co. 43. b.} *Rep.* 62. that the Amerciaments ought to be the Act of the Court. But the Assesment must be the Act of the Jury, i. e. the Assessors.

And note; A Presentment in a Court-Leet,^{Dyer. 13. b.} of a Matter within their Jurisdiction, shall be^{Keilw. 66.} intended as *true as the Evangelist*; whereto there shall not be any Traverse, except it be touching a Freehold, or concern the Life or Member of a Man.

It has been query'd, Whether a Court-Leet^{Paf. 24 Car.} may inquire of private or particular Assaults^{1. B. R.} and Batteries, if there be no *Bloodshed* in the Case. For *Bacon* Justice and *Walter* held, that a Court-Leet might inquire of them, &c. And this seems reasonable; for a Court-Leet is instituted principally for the Preservation of the publick Peace, and to present the Breaches thereof, which every Assault is; altho' *Rolls* held the contrary, because the Party assaulted has his Action, &c. But I take it for clear Law, that such Assaults, &c. are Offences against the Publick, as well as against the Person assaulted, and are therefore inquirable, nay finable, in the Leet.

B 4

where

where committed. And no Doubt an Indictment at the Sessions or an Information in the Crown-Office may well be for an Assault, &c. altho' there be no Bloodshed; and yet the Party assaulted, has also his Remedy by Action.

Raym. 160.
1 Saund.
135. 136.

Yet it is admitted that a Court-Leet cannot amerce for Trespasses, &c. done to the Damage of the Lord, or to a particular Suitor; for the Court can amerce for nothing but publick Nuisances, and not for particular Trespasses done to the Lord or any other.

2 Leon.
Case 266.

Although a Court-Leet is commonly to be held but twice yearly; viz. within a Month after *Easter*, and within a Month after *Michaelmas*; yet by Prescription it may be held oftner; and also at other Days or Times than are set down in *Magna Charta*, cap. 35. and therefore,

a Saund. 291.

In a Presentment or Indictment in a Court-Leet, it ought to appear upon what Day the Court was held, &c.

Salk. 195.

The Caption of an Indictment at a Court-Leet was thus: *Ad euriam visus Franc. Pleg. cum curia Baron. &c.* and held good; for the Words *cum curia Baron.* shall be rejected; and it cannot be intended but that the Indictment was taken by that Court, which alone hath any Colour of Authority to take it, i. e. the Leet.

Salk. 200.

Also the not setting forth in the Caption whether such Court was held by Grant or Prescription, is well, by many Precedents.

6 Co. 77. b.

11 Co. 44. b.

The Lord may prescribe to have 10 s. *pro certo Letæ*, of all the Resiants within his Manor; but he cannot have it without a Prescription

scription. Neither can he distrain for it without Prescription.

A. prescribes for a Court-Leet, and that the chief Pledges ought to pay 10*s.* *pro certo* ^{11 Co. 42. 43. 44. 45.} *Letæ*, to the Lord; which the Jury ought to present; and that they being sworn, did contemptuously refuse to present these Customs, and the Steward fined them 6*l.* and a Distress made for the 6*l.* and the 10*s.* Adjudged, that the Jurors ought to be fined severally; for the Refusal of every of them was personal; and if some were ready to present, and the others not, the Refusers only were to be fined.

A. Resiant certified to be a *chief Pledge*, and not appearing, was amerced for his Default ^{6 Co. 77. b. 2 s. 6 d. 2 Inst. 73. 78.} and it seems there, that these chief Pledges are now called Tithing-men, Petty Constables or Headboroughs. *Quære.*

Of particular Offences cognizable in Courts-Leet.

All Offences cognizable in Leets may be said to be either such as do immediately concern the King's (or the Lord's) Interest, or such as do not. Of the former Sort, are all Purprestures or Inroachments on the King, or the Lord, Seizures of Treasure Trove, Waifs, Estrays, Goods of Felons and *Felo's de se.* Goods wreck'd, Deodands, &c. may be enquired of in this Court, either for the King or for the Lord, where he can plead a Grant or Prescription for the same. Notwithstanding the before-mentioned Rule, that a Court-Leet cannot take Cognizance of the Lord's parti-

particular Interest, because it would make the Lord Judge in his own Case. For in those Cases neither the Lord nor his Steward is the Judge; the Jurors only are the Judges; and their Finding and Presenting on Oath, is a judicial Act, and the Steward is only a Register of their Judgment.

See Hawk.
cap. 10.
Sect. 59.

As to Offences which do not immediately concern the King or the Lord's Interest, and cognizable in a Court-Lect, they are generally these:

All common Nuisances are presentable and indictable in this Court, whether they are in Highways, Rivers, Common Bridges, Bawdy or other Disorderly Houses, Selling corrupt Victuals, or Exposing them to Sale, Breaking the Assize of Bread, Beer, or Ale, Keeping false Weights or Measures, (though not used) Neglecting to hold a Fair or Market in Pursuance of a Grant or Prescription. Also all common Disturbers of the Peace may be here indicted as common Barretors, common Scolds, Eaves-Droppers, Swearers, and all common Oppressors, as Usurers, &c. and also all dangerous and suspicious Persons, as Rogues, Egyptians, Vagabonds, &c. or those who go Abroad by Night, and sleep in the Day; and those who inordinately haunt Taverns, having no visible Means to live by, &c. also all those who shall levy a Hue and Cry without Cause, or neglect to levy one where they ought, or to pursue one rightly levied: And also all Suitors to, and Officers of the Court, who shall make Default, or neglect or refuse to do their Duty, are presentable here: And every Vill within its Precinct, is said to be indictable or present-

presentable here, for not having a Pair of Stocks, and to forfeit 5 *l.* And many other Offences may be enquired of in this Court, too long to be here enumerated.

But it has been resolved, that a Man cannot be amerced in a Court-Leet for surcharging a Common, because this concerns only the private Interest of the Inhabitants. *1 Rol. Abr. 541. 2 Rol. Abr. 83.*

Yet it has been held, that if there be a By-law made in a Court-Leet, in Pursuance of a Custom to make By-laws, that no one shall receive a poor Man to be his Tenant, who shall be chargeable to the Town, under a certain Penalty; and if an Inhabitant offend against such By-law, he may be presented at the Court-Leet, and compelled to pay such Penalty. But it seems such By-laws depend entirely upon Custom, and are not binding of common Right; for that Court-Leets, as such, have nothing to do with Matters of a private Nature. And how far any such Court, may from a special Custom receive a new collateral Power, of a different Nature from what naturally belongs to it, may deserve Consideration.

But it seems, any Court-Leet, with Assent of the Tenants, may of common Right make By-laws under certain Penalties, in Relation to Matters properly within the Conuizance of such Court; as for amending Bridges, repairing Highways, &c. also by Custom, even a Court-Baron may make By-laws for the well regulating of Commons, and such like private Matters. And therefore where a Court-Leet and a Court-Baron, are both holden together

Of Courts-Leet.

together at the same Time and Place, as they usually are, whatever is transacted therein in Relation to publick Matters; shall be applied to the Jurisdiction of the *Court-Leet*; and what is done in Relation to private Matters, shall be intended to be done by the *Court-Baron*.

And this may suffice to shew in general, the Institution, Nature, End, Use, Authority and Jurisdiction of a Court-Leet, and of the Crimes therein cognizable.

But whoever desires to be more fully informed touching these Matters, he may peruse the Cases collected by the industrious Mr. Nelson, under Title *Leet*, both in the Second Volume of his Abridgment, and also in his *Lex Maneriorum*.

I shall now proceed to shew the particular Practice and Method of Proceedings, both in *Courts-Leet* and *Courts-Baron*; and first,

Of a Court-Leet.

Court-Leet, what it is, and how held.

A *Court-Leet* is also called a *Law-Day*, or *View of Frank-pledge*, and is an ancient Court of Record, and constituted for Offences belonging to the Crown, within the Precinct that it is holden for, which is before the Steward, as Judge, and was doubtless at first by the King's Grant; but at this Day is commonly claimed by Prescription, and may be held in any Place within the Hundred, Parish, or Manor of which it is kept for, which is commonly twice every Year, (*viz.*) within a Month of *Easter*, and within a Month of *Michaelmas*:

chaelmas: Yet if it hath been a Custom to keep a *Court-Leet* at any other Time of the Year, and Warning given, it is good ; and the Judge or Steward, when he intends to keep the said *Court-Leet*, commonly sends his Precept to the Bailiff of the Manor to warn the Court at Six or more Days, which is commonly in these Words :

A Precept to warn the Tenants, and summon a Jury at a Court-Leet.

To the Bailiff, &c.

Maner' de S. **T**Hese are to will and require you to give publick Notice within the said Manor, That the Court-Leet and View of Frank-pledge for the same Manor, (with the Court-Baron of *A. B. Esq;* Lord of the Manor) will be holden at the — on *Munday* the — Day of — at Ten of the Clock in the Forenoon ; and that you warn all the Tenants of, and Residents within the said Manor, that do owe any Suit or Service at the said Court, that they and every of them personally be and appear at the Time and Place aforesaid, then and there to do and perform the same. And likewise that you summon Twenty and four honest and lawful Men of the said Manor, to be and appear at the Time and Place aforesaid; to enquire for our Sovereign Lord the King, of all such Matters as to the said Courts do appertain ; and that you yourself be then and there also personally

Of Courts-Leet.

ly present, and have you there the Names of such Persons as you shall have so summoned, and this Precept. *Given under my Hand and Seal, &c.*

*Of the Persons that are bound to Suit in a
Leet*

From the
Age of
Twelve to
Sixty.

Every Person from the Age of Twelve to Sixty Years, that dwell within a Leet, are obliged to do Suit within this Court, and no Prescription will exempt any Man from it, unless he be under the Sheriff's Tourn: And a Stranger, in case of the Want of Jurors, may be made to serve of the Jury; and not only Tenants that hold of the Manor within the Leet, but others that are Reliants, if they there offend, and can be met withal, are punishable. *Marlbr. Chap. 10. F. N. B. 160.*

And now having shewn you who are to do Service; and the Court being set, order Proclamation.

Proclamation.

Proclamation.

Open, [three Times.] All Manner of Persons that do owe Suit or Service to this Court-Leet, (with a customary Court) or (that were summoned to appear here this Day) draw near and give your Attendance, and answer every Man to his Name at the first Call, and save your Amerciaments.

Then

Then call over the Leetors, and mark every one that appears, and them that make Default, thus : Leetors called.

A. B. amerced 6 *d.* [And so of the rest.] Amerced.

Then call the High Constable, Petit Constable, Tithing-men of every Tithing, and ask them what they have done in Relation to the Orders they received the last Court : And if the Constables, &c. do not appear, they are finable. Constables called.
Fine.

Then choose a Jury, and name a Foreman, whose Oath is as follows : Jury chosen.

The O A T H.

YOU shall well and truly enquire, and true Presentment make of all such Articles, Matters, and Things, as shall be given you in Charge ; the King's Counsel, your Companions, and your own, you shall keep secret and undisclosed. You shall present no Man for Envy, Hatred, or Malice, nor spare any Man for Fear, Favour, or Affection, or any Hope of Reward ; but according to the best of your Knowledge, and the Information you shall receive, you shall present the Truth, the whole Truth, and nothing but the Truth. *So help you God.* Foreman's Oath.

Note; That a Stranger may be compelled to be of the Jury, if there be not a sufficient Stranger compelled.

Of Courts-Leet.

sufficient Number ; and if he refuse, you may fine him.

Then swear the rest of the Jury thus :

The rest of
the Jury
sworn.

THE same Oath that *A. B.* your Foreman hath taken, you and every of you, shall on your Part and Parts, well and truly observe. *So help you God.* [Kills the Book.]

Jury num-
ber'd.

And when they are thus sworn, cause the Bailiff to number them thus :

A. B.
C. D.
E. F.
G. H.
J. K. } *Jur.*

A second
Jury.

In some Case the Steward may impanel a second Jury, to enquire into the Concealments of the first, and fine them. 33 *H.* 8. 6. 1. *Eliz.* 17.

Fine for a
Contempt.

And the Steward may fine any Man for a Contempt in the Face of the Court— As, if he refuse to be sworn of the Jury, or being sworn, doth depart without giving Verdict, and in such like Offences ; but he cannot commit any to Prison. 8 *Rep.*

Then

Then order Proclamation for the Charge.

Proclamation.

YOU good Men that are sworn, draw near and hear your Charge, and the Court commandeth all Men to keep Silence whilst the Charge is giving. Proclamation for a Charge.

Note, Before the Charge is given, gather the *common Fine* which the Tenants do pay, if it be the Custom of the Manor.

The C H A R G E.

Gentlemen,

I Shall not trouble you with a long and tedious Repetition of the Antiquity of a Court-Leet, or the Jurisdiction of the same. The Charge
It shall suffice at this Time to tell you, That to this Manor are appendant, Two Courts, the one called, *A Leet or View of Frank-pledge*, where we have Power to enquire of and punish all Offences against the Peace, and determine Matters of Controversy between the King and Subject. The other is called, *A Court-Baron*, wherein we have Power to enquire of and adjust Matters between Lord and Tenant, and between the Tenants themselves.

As to the first, *viz.* of the Court-Leet, As to the you having taken an Oath to enquire of such Things as shall be given you in Charge, it Court-Leet
C does

does thereupon necessarily follow that I give you one ; in which (knowing you to be Men who are well accustomed to, and well able to go through a Matter of this Nature) I shall proceed briefly to some Particulars, which are as follow.

To inquire
who owe
Suit or Ser-
vice.

First, You are to enquire who they are that owe Suit and Service to this Court, and whether they be here to do the same, or not ; such as are absent, though on lawful Occasions, you have Power to amerce as you shall think fit in Reason. In the next Place, you are to enquire if any Person was presented at the last Court for any Offence ; whether the same was reformed within the Time limited in such Presentment ; if so, the Penalty is to be set aside ; if otherwise, you must present accordingly, that the Penalty may be levied for the Lord's Use.

Leet-Bill
to be called
for.

Note, You must call to the Constable for a Leet-Bill, which should comprehend all Inhabitants of the Leet, within the Precinct, above the Age of Sixteen. It is usual to present one, and set a reasonable Amercement, and give Time till a further Day for Amercements, under a greater Penalty.

Nusance.

Nusance.

You are also to enquire of and present all Nusances. A Nusance is that which is an Annoyance or Disturbance to many : It cannot be said to be to one, for it is *Commune Nocumentum*.

First, As to Nufances in the Highways.

If any incroach upon the King's Highway, by Hedging, Ditching, or otherwise inclose any Part of the Highway; this is a Nufance, and by you inquirable, presentable, and punishable. A Certificate of Nufances in the Highway.

If any make any Laystals, Dunghils, or lay any Timber-Wood, or other Thing in the Highway, whereby the same is in the least obstructed; this is also a Nufance, and inquirable, &c. Laystals and Dunghils.

If any do not scour their Ditches, or lop their Trees, and keep their Bushes low next the King's Highway; this is an Occasion of impairing the Highway, and by you inquirable, &c. Scouring Ditches, &c.

If any divert an ancient Way, or an ancient Water-Course out of its proper Channel; this is also inquirable, &c. Water-Courses.

If any Person lay any Carrion, or any other stinking Dirt in the Highway, by this Means the Air is corrupted, which is a Nufance, and by you inquirable, &c. Carrion, or stinking Garb.

If any lay any Hemp, or otherwise corrupt any common Stream of Water; this is also a Nufance, and by you inquirable, &c.

If any do not maintain a sufficient Lodge or Fence against any Common, or common Highway, whereby his Neighbour's Cattle may the more easily trespass on his Ground, and he impounds them; this occasions Suits and Controversies, and tends to the Breach of the Peace, and consequently by you inquirable, &c. Fences against Common.

Of Courts-Leet.

Eves-droppers.

**Listeners
and Tale-
bearers.**

You are to enquire of Eves-droppers, such as listen under Walls or Windows to hear Tales, and report them amongst the Neighbourhood; this tends to the Breach of the Peace, and is by you enquirable, &c.

Barretors.

Scolds.

You are to enquire and present all common Barretors, Scolds, and other Breakers of the Peace, and punish the Offenders accordingly.

Rioters.

You are to enquire of all Riots, Routs, and unlawful Assemblies.

Unlicensed Ale-houses.

**Ale-houses,
&c. unli-
censed.**

You are to enquire of all unlicensed Ale-houses, and present the Offenders.

And if any Inns or Ale-houses have a Licence, yet you are to enquire if they keep good Orders in their Houses, otherwise you are to present and punish the Offenders.

Gaming-houses.

**Bawdy-
houses, &c.**

You are to enquire of all Gaming-houses; Houses of Bawdry, and other such lewd and disorderly Places.

Bakers,

Bakers, &c.

You are to enquire of all Bakers, Butch-^{Bakers,} ers, Poulterers, and others, that they vend ^{&c. selling} good and wholsome Meat and Drink, fit for ^{unwhol-} some Vic-
 Man's Body: If any offend herein, you are ^{tuals.} to present and punish the Offenders.

Pound-breach.

You are to enquire of all Pound-breach ^{Pound-} and Rescous. If any Cattle be put in the ^{breach and} Lord's Pound, and taken out by Force, o-
 therwise than by due Course of Law; this is ^{Rescous.} called Pound-breach, and by you enquirable, &c.

Rescue.

Also if any rescue any Cattle, or other ^{Rescue} Things from the Custody of the Sheriff, or ^{from the} any of his Bailiffs or Officers; this is called ^{Sheriff.} a Rescous, and by you inquirable, &c.

Game.

You are to enquire, if any (not being ^{Keeping} qualified according to Law) keep any Grey-^{Grey-} hounds, Setting-Dogs, Nets, or any other ^{hounds,} Engine to destroy the Game, and to pre-^{Setting-} sent the same accordingly. ^{Dogs, &c.}

Constables.

If Officers
have duly
executed
their Of-
fice, &c.

You are to enquire of your Constables, Tithingmen, Surveyors of the Highways, and all other publick Officers within the Precinct of this Leet, that they have duly executed their respective Offices; if any have been therein remiss, you are to present the Offenders,

Conclusion.

Other Particulars left to the Jury's Knowledge.

Gentlemen, I might enlarge on several other Heads (and Particulars); but knowing your Abilities, I shall not trouble you with any more Particulars at present, but give you this in general, That whosoever you know of your own Knowledge to be enquirable and presentable, that you make due Presentment thereof; and if any Thing of Dispute or Difficulty arise, if you repair to me, you shall receive the best Instruction I can give you: And so pray go together, and consider of your Verdict.

Things presentable, but not punishable, properest for Sessions or Assizes.

Note, There are several Things that are presentable and inquirable in a Court-Leet, but not being punishable, they are not taken Notice of here, as being more proper for the Quarter-Sessions or Assizes.

Note Also, after the Steward has gone through his Charge to the Jurors of the Court-Leet, he may proceed to his Charge

Charge to the Homagers or Court-Baron, thus :

And you Gentlemen, that are the Lord's Tenants of this Manor, and now sworn of the Homage, your Charge or Business is to enquire of such Matters and Things as do relate to the Court-Baron, now held. And they are such as do respect either the Lord Himself, or the Lord and his Tenants, or the Tenants themselves.

And to this End you are first to enquire what Emoluments or Advantages have happened to the Lord since the last Court, either by Escheats, Forfeitures, &c. (i. e. *Felony Goods, Debts, Wrecks, Waifs, Estrays, &c.* if the Lord be entitled to these or any of them.

As if any Freeholder of this Manor hath committed Felony, and thereof hath been lawfully convicted. In such Case the King shall have the Year, Day, and Waste, and afterwards the Lands will fall to the Lord by Escheat, & sic de ceteris.

And if any Copyholder of this Manor, hath committed Felony, and been thereof lawfully convicted, it is a Forfeiture of his Copyhold. Also if any Copyholder of this Manor hath leased out his Copyhold for more than a Year and a Day, without the Lord's Licence, it is a Forfeiture of his Copyhold; or if for a lesser Term he has let it to an under Tenant, and not retained enough thereof in his own Hands, sufficient to answer the Lord's Dues, he is to be amerced by you.

If any Copyholder of this Manor hath suffered the Houses or Buildings on his Copyhold

hold to be in Decay, or uncovered, or to fall down for Want of Reparation, or hath otherwise committed Waste, in felling Timber-Trees, &c. or in topping them, or lopping them at unseasonable Times in the Year, whereby they die; or in converting Pasture Land to Arable, or in plowing up any Part of the ancient Meadow called *Lang-mead*, &c. he forfeits his Copyhold.

If any Copholder of this Manor, having two Copyholds therein, hath impaired the one to improve the other, he forfeits the Copyhold so impaired. *And you shall also enquire,*

If any has so impoverished his Tenement by carrying the Compost and Soil there made, or by penning his Sheep on other Lands, to the Prejudice of his Tenement.

If any Rent-Service or Custom be withheld from the Lord, what it is, from whom due, and what Lands or Persons are chargeable for it.

If any Freeholder of the Manor be dead, or hath aliened his Estate, what it is, and to whom; or if any Copyholder be dead since the last Court, or before, and present his Death, if not yet presented, what is due to the Lord on his Death, and who is the next Tenant.

If any Bounds, Meer-Stones, or Land-Marks between this Manor or Lordship, and another, or between Tenant and Tenant, have been removed. If any Incroachment hath been on the Lord's Waits, and by whom, or any of the Lord's Lands withheld from him; or any Trespasses on the Lord's Royalties,
by

by Hunting, Hawking, Fishing or Fowling.

If any Houses, Hedges, Gates, Stiles, or Bridges, want mending or repairing, or Ditches want scouring, &c.

Also who appear to do their Suit, and who have made Default.

Also whether the Orders of the last Court have been observed, and wherein, and by whom Default hath been made.

And if there be any thing also that concerns the Lord's Interest or the Tenant's Right or Duty, you have it in Charge to present the same to this Court.

Proclamation.

Ours, **I**F any Person can inform the Steward, or this Inquest, of any Offences committed against our Sovereign Lord the King, which to this Court do appertain to take Cognizance of, (which Offences you may read in the Charge) let them come into the Court, and they shall be heard.

Another Proclamation by the Crier.

And if any Person appear, swear him thus:

THE Evidence that you shall give at this Inquest, shall be the Truth, the whole Truth, and nothing but the Truth. Evidence sworn.
So help you God.

The Steward having given Direction to the Jury to enquire of their Charge, in the mean

Of Courts Leet.

mean Time the Court commonly adjourns to Dinner, which is by Proclamation thus:

Proclamation.

Court adjourn'd by another Proclamation.

Open, **A**LL Manor of Persons that are obliged to give their Attendance at this Court, have Liberty to depart till Three of the Clock in the Afternoon, at which Time they are to appear again at their Perils.

At the Time appointed, the Court being returned, assemble a Court by Proclamation thus:

Proclamation.

Another Proclamation to appear again.

Open, **A**LL Manner of Persons that were obliged to give their Attendance on this Court, and were adjourned till Three of the Clock, are now to give Attendance again, as they will answer the contrary at their Perils.

Jury's Presentment called for.

Then let the Steward call for the Presentments of the Jury, &c. and if they are not ready, give them a Day and adjourn the Court till then, and then make Proclamation as before, and enter all your Adjournments on the Court-Roll.

Presentment to be alter'd in Form, and turned into Latin.

But if the Presentments are ready, ask them if they have agreed; which if they all say, *Yes*, ask them if they are content that their Presentment should be altered, as to Form; and if they agree, read them in *English*, and amend

Of Courts-Leet.

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amend the Form as you see Occasion, then turn them into *Latria*.

Then you may swear such Officers as are to be sworn; such as the Constables, Tithingmen, Hayward, Affeerors, &c. Officers sworn.

Afterwards discharge the Court by Proclamation, and command the Crier to make Three Times, *Oyes*. Court discharged.

Proclamation.

ALL Manner of Persons that have appeared here this Day at this Court-Leet, and have any Thing further to say, let them now come in, and they shall be heard; otherwise all and every Person may depart, and are hereby discharged of their Attendance, till they are obliged to appear again on new Warning. Proclamation.

The Manner of making up Estreats for a Court-Leet.

Maner' de S. **T**HE Estreats of Fines, Forfeitures, and Amercements, at the several Courts-Leet, holden for the Manor aforesaid, on the several Years hereinafter mentioned; (that is to say,)

Monday,

Of Courts-Leet.

Monday, &c.

A. B. of the Parish of, &c. for that
 he did not appear at this Court, to
 enquire for our Sovereign Lord the } *d.*
 King of those Things which to the } *xii.*
 said Court do appertain, (though
 summoned so to do) but made De-
 fault

A. B. of the Parish of, &c. for the like.

And so set down every Defaulter by
 Name, &c.

In all, &c.

Monday, &c.

L. L. of the Parish of, &c. Yeoman,
 for that he did not scour and cleanse
 10 Rods of his Ditch in the Parish
 of, &c. adjoining to the Highway, } *s.*
 between the Grounds of A. H. Gent. } *x.*
 and C. D. Husbandman, within the
 Time limited by the Jury at the last
 Court.

E. W. of, &c. for that, &c. *ut supra.*

In all, &c.

G. A. and R. W. Constables of, &c. } *s.*
 for that they did not appear at this } *xx.*
 Court, to do those Things which
 to their Office doth appertain.

Et cætera prout.

In all, &c.

Sum Total, &c.

Note, The Steward usually keeps a Minute-
 Book, and a Contract or Register Book,
 for several Purposes relating to a Court-
 Leet, and Court-Baron.

The

The Ale-Taster's Oath.

YOU are to swear, That you will well and truly serve our Sovereign Lord the King, and the Lord of this Leet, in the Office of Ale-Taster or Affizer for this Liberty, for the Year to come; you shall truly and duly see from Time to Time, that all Bread to be sold, be duly weighed, and that the same do contain such Weight according to the Price of Wheat, as by the Statute in that Case is provided; and you are likewise to take Care that all Brewers do brew good and wholesome Beer and Ale, and that the same be not sold till essay'd by you, and at such Prices as it shall be limited by Justices of the Peace; and all Offences committed by Brewers, Bakers, and Tipplers, you shall present to this Court; and in every other Thing you shall well and truly behave your self in your said Office, during the afore said Year. *So help you God.*

The Assessor's Oath.

YOU shall truly swear, That you will well and truly tax, assess, and assess, the several Amercements here presented, wherein you shall spare no Man for Love, Favour, or Affection, nor encrease any Man's Fine for Malice; but upon every Man set the same according to the Quality or Quantity of his Offence and Faults. *So help you God.*

The Hayward, Beadle, or Greve, his Oath.

YOU shall swear, That you will well and truly serve in the Office of a Hayward, Beadle, or Greve, for the Year to come. You shall duly and truly execute all such Process as shall be directed unto you from this Court; and you shall from Time to Time present and certify all such Pound-Breaches as shall happen to be made within your Office; and likewise you shall present all such Cattle estrayed as shall usually come within your Office, and in every Thing you shall well and truly behave your self in your said Office during the Time aforesaid. *So help you God.*

The Constable's Oath.

YOU shall well and duly execute the Office of a Constable for the Parish or Tithing of H—— for and during one whole Year next ensuing; you shall to the utmost of your Power see the King's Peace kept, and keep all such Watch and Ward as hath been usually accustomed, and as it ought to be. All Rogues, Vagabonds, and sturdy Beggars, that shall resort within your Precinct, you shall have punished according to the Laws in that Case: You shall present all those that play at any unlawful Games; and in all things well and truly behave your self in your said Office of Constable, during the Time aforesaid. *So help you God.*

The

The Baliff's Oath.

YOU shall swear, That you will well and truly serve our Sovereign Lord the King, and the Lord of this Leet, in the Office of a Bailiff for the Year ensuing, and shall well and truly collect all Rents, Revenues, and other annual Profits, and of the same a true and lawful Account give at the End of the said Year, and of all other Matters appertaining to your Office. *So help you God.*

The Steward's Oath.

YOU shall swear, That you will well and truly serve the Lord of this Manor of *W——* in the Office of Steward, and well and truly see all Plaints, Actions, Process and Matters, in these Courts, to be holden before the Lord of this Manor, and by you his Steward, or by your sufficient Deputy, according to the Custom and Liberties of the said Manor, and you shall cause all such Plaints, Actions, &c. to be entred and recorded according to the best of your Skill and Power, taking for the same your due Fees; you shall well and truly accomplish all such Matters and Things which to your Office of Steward do belong, to the best of your Knowledge. *So help you God.*

A Grant of the Stewardship of a Manor, &c.

TO all to whom these Presents shall come,
J. T. of *&c.* sendeth Greeting, Know
ye, That I the said *J. T.* for divers good
Causes and Considerations me thereunto
moving, Have (for me my Heirs and Assigns)
given and granted, and by these Presents, do
give and grant unto *W. B.* of the *Middle-Tem-
ple London, Esq;* the Office of chief Steward,
and the Place and Execution of the Steward-
ship of my Manor (or Lordship) of *B.* in the
County of *M.* and the holding and keeping
of all Courts, Courts-Leet, Views of Frank-
Pledge, and of all other Courts of what Na-
ture or Kind soever the same be, to the said
Manor (or Lordship) belonging or in any
wise appertaining; To have, hold, execute
and enjoy (either by himself in Person or by
his sufficient Deputy or Deputies) the said Of-
fice of chief Steward and the Place and Ex-
ecution of the chief Stewardship, and the
holding and keeping of all manner of Courts
usually held or kept within the same Ma-
nor (or Lordship) together with all manner
of Fees, Wages, Rewards, Profits, Perqui-
sites, Emoluments and Advantages to the said
Office of chief Steward, or Stewardship, be-
longing or appertaining, or at any Time
heretofore accustomed or used to be paid,
yeilded, rendred to, or received by any the
chief Stewards of the said Manor (or Lord-
ship) for the Time being, from henceforth for
and during the natural Life of him the said
W. B.

Of Courts-Leet.

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W. B. or for and during the good Will and Pleasure of me the said *J. T.* *In Witness, &c.*

Also a Clause upon Condition, &c. may be added before *In Witness, &c.*

And Note, by *Hols.* Chief Justice of *B.* As The Steward of a Court-Leet ought to be a Barrister at Law.

A Deputation of an Under-stewardship.

TO all, &c. *W. B.* &c. sendeth Greeting;
Whereas *J. T.* for divers good Causes, &c. by his Writing under his Hand and Seal, bearing Date, &c. hath ordained, constituted and appointed me the said *W. B.* his chief Steward of his Lordship and Manors of *D.* and *S.* in the County of *E.* and of all Courts, Courts-Leet, views of Frank-Pledge, &c. within the Manors aforesaid: To Have, Hold, Occupy, and Exercise the Office aforesaid, by my self, or my sufficient Deputy or Deputies for the Term of my natural Life, with all Fees, Wages, Rewards, &c. to the same Office belonging, or heretofore due and accustomed, together with the yearly Fee of 5*l.* for the Exercise and Performance of the said Office, as by the said Writing may more fully appear.
Now, Know ye, That I the said *W. B.* have made, ordained, and by these Presents have constituted and appointed *R. S.* of &c. Esq; my Deputy or Under-steward of the said Manors or Lordships: To Have, Hold, Occupy, Use, Possess and Exercise the said Office of Deputy-steward of me the said *W. B.* for and during the Term of my natural Life,
D taking,

taking, receiving, and having yearly, during the said Term for exercising and occupying the said Office, all Fees, Wages, Rewards, &c. to the said Office belonging, or due, or payable, together with the said annual Rent or Fee of s.l. granted unto me by the said J. T. as aforesaid, fully and wholly in as full, ample and beneficial a manner, as I now, or at any time heretofore have had, received or taken, or ought to have had, received or taken the same. *In Witness, &c.*

A Deputation or Warrant from the Lord of a Manor to his Game-Keeper.

TO all, &c. I W. B. of, &c. Esq; Lord of the Manor of, &c. have hereby nominated, constituted and appointed, T. T. &c. my lawful Game-keeper, of and for my said Manor of, &c. To look after, and to preserve the Game there; And I do allow him in my Name, to Hunt, Hawk, Fish and Fowl, within my said Manor, and the Demeasns thereof, and all other (proper) Places there, to belonging, from Time to Time, during my free Will and Pleasure, according to the several Acts of Parliament in that case made and provided. *In Witness, &c.*

See other Precedents of this Kind in the *Scrivener's Guide.* pag. 419, 420, &c.

Stewards
by Parol.

It seems to have been formerly a Question, whether a Steward of a Manor may be made by Parol without Writing, but all later Authorities agree he may be made by Word without any Writing: But I conceive a Difference ought to be taken, and that those Authorities

Authorities are to be understood of such Manors as have only *Court-Barons* incident to them. For I do not see how the Steward of a Court-Leet, who is a Judge of a Court of Record, can lawfully be constituted without a Patent, or some Deed in Writing under Hand and Seal. *Ergo Quare.* And *vide. 4 Co. 29, 30. 2 Cro. 126, 326. 1 Leon. 227. 2 Salk. 184. Cro. Eliz. 323.*

Another Question has been, Whether the Stewardship of a Manor may be granted in Reversion. And Cases on this Point seem to have been adjudged both ways; as in the Case of *Stanton and Green. Dyer 80.* a Reversionary Grant of such an Office was adjudged good, and so are divers later Authorities; as *Dyer 270. and 2 Mod. 173. Jones 126.* But notwithstanding those Books, I think the like Difference ought to be made, *viz.* That of such Manors, which have only Courts-Baron incident, the Stewardship may be granted in Reversion, but not of such Manors as have Courts-Leet, &c. And this Distinction seems to be warranted by the Case of Sir *John Savage*, in *Dyer 259.* who granted the Stewardship of a Manor (with Courts-Leet, &c.) to *B. T.* for Life, with a yearly Fee for exercising the Office; and afterwards reciting the said Grant for Life, did grant the Reversion of the said Office to *R. W.* after the Death, &c. of the first Grantee, with a like Annuity or yearly Fee. *B. T.* the first Grantee dies, and then *R. W.* enters on the Office, and held Courts, &c. and afterwards distrein'd for Arrears of his said Annuity; and in Replevin avow'd the Taking, &c. And 'twas thereon

No Judicial Office grantable in Reversion.
Sed, ~~namque~~

adjudg'd that the Grant so made to *R. W.* in Reversion was void, because there can be no Reversion of the Office of Steward of (such) a Court; and that the Grant of the Annuity or Fee was also void, because it was an Executory Recompence for exercising an Office, the Grant whereof was void. And *Note*, it was a constant and certain Rule with our Ancestors, that no Judicial Office whatsoever should be granted in Reversion. *Sed*

Tempora mutantur & nos mutamur.

Steward's Deputy.

Other Questions have been touching the Steward's Power to make a Deputy, and if such Deputy might make a Deputy, and as to the former we have these Cases, *viz.*

1. The Case of the Earl of *Rutland* versus *Spencer*. 4 *Leon.* 243. where the Question was, Whether a Steward of a Manor could exercise the Office by Deputy, without Authority given him by the Patent so to do. And there a Distinction was made between an Office of Trust wherein one has an *Inheritance*, and where he has only an *Interest for Life*. That in the former Case he may make a Deputy, without any Authority for it in the Grant; because the Grantor put no particular Confidence in the Person of the Grantee; but in the latter Case he cannot make a Deputy, without Authority given him in the Grant, because the Grantor made Choice of him especially for his Skill, &c. and reposed a special Confidence in his Person, and certainly a Steward is an Office of Trust, and entrusted both by the Lord and Tenants.

2. The Earl of *Brewsbury's* Case, 9 Co. 46. where 'twas resolved, that notwithstanding no such Power to make a Deputy was mentioned in the Grant; that yet the Steward might make a Deputy.

As to the Deputy's Power to make a Deputy of
puty, see the Case of *Parker versus Kett.* 1 *Salk.* a Deputy.

95. A Grant was of the Stewardship of a Manor, to exercise by *himself or Deputy*, &c. The Steward appointed C. D. to be his Deputy, who by Writing appointed T. S. to be his Deputy *pro hac vice*, to take a Surrender of a Copyhold of Inheritance from the Husband to the Use of the Wife for Life, Remainder to his Son Ch. in Tail; and if his said Son died without Issue, and not of full Age, then to the Use of the Wife and her Heirs. The Deputy's Deputy took the Surrender accordingly, and the Wife was admitted by the Lord, &c. and adjudged, That a Deputy might do any act which the Steward himself might or could do; and that this Power was essentially necessary to a Deputy: But that a Deputy could not make a Deputy; for the Steward's Power, &c. being vested in the Deputy (only) is not assignable over. Yet a Deputy may give Authority to another Person to do some particular Act, and what such Person doth in his own Name, by Virtue of such Authority, may be good. 'Tis true, if he had not been appointed by the Deputy to do some particular Act; in such Case, what he did in his own Name would be void, because he had no real Authority from the Deputy; and yet even in that Case he would have been in Reputation a Steward *de*

Of Courts-Leet.

Ratio. And what he doth as such would have been sufficient amongst the Tenants of the Copyhold Tenements, because, as they are not to examine his Authority, so he is under no Obligation to give them any Account by what Authority he acts.

THE
PRACTICE
OF
COURTS-BARON.

COURTS-BARON.

A Court-Baron consisteth of the Lord, Tenants, Steward, and Bailiff, within the Manor, and is sometimes called, *The Copyholder's Court*, especially when it is for Trial of Titles of their Lands, for taking and passing Estates, Surrenders, Admittances and Grants; and herein the Lord, or his Steward is Judge (as the Custom of the Place is); yet this Court is sometimes called, *The Freeholder's Court*, when the Actions and Proceedings are for Trial under 40s. and is something like a County-Court, and the Proceeding much the same, and was without Doubt granted to the Lord originally by the King; but now most are by Prescription, and are commonly held

once

Of Courts-Baron.

once in three Weeks, and may be as often as the Lord or Steward thinks fit, who is Supreme Judge in Law and Equity, and is obliged to register all Records of the Court, and other Proceedings between Lord and Tenant, and between Tenant and Tenant, and to be indifferent between them; and when such Court is to be kept, the Lord or Steward sends his Warrant at Six or more Days Notice, according to Custom, in Words to this Effect:

The Precept to the Bailiff, &c.

Maner' de S. **T**Hese are to will and require you to summon all Tenants of the said Manor, (whose Names are here under-written) and all other Persons that do owe Suit or Service to the said Court, personally to be and appear at the Court-Baron to be holden for the Manor aforesaid at the Place accustomed upon the, &c. Day at &c. then and there to do and perform these several Suits and Services according to the Custom of the said Manor; and have you there the Names of such Persons as you have so summoned, and this Precept. *Given under my Hand and Seal this, &c.*

A. B. Steward.

The Court being met according to the Precept, the first Thing the Steward ought to do, is to enter the Style of the Court.

The

The Style of the Court.

Maner' de S. W. } Curia Baronis W. S.
 cum Membris. } Militis Domini Pa-
 nentii, predicti ibidem tunc decimo quarto
 die Junii, Anno Regni, &c. Annoq; Do-
 mini, &c. coram W. B. Sen' Senescallo
 ibidem.

Then let the Steward order Proclamation
 thus:—

O **A** **L** **L** **S**. All manner of Persons that owe
 Suit and Service to this Court-Baron,
 here this Day to be holden and kept for
 the Manor of S. W. (or were summoned to
 appear here this Day,) draw near and give
 your Attendance, and answer every Man to
 his Name as he shall be called, and save your
 Amercements.

Whilst this is doing, let the Steward write
 the Style on a Sheet of Paper, which he is
 afterwards to enter into a Book with all the
 Presentments, Amercements, Admittances,
 Surrenders, &c. which shall occur at any
 Court he keeps, that he may have Recourse
 to his said Book, to make up his Court-Rolls
 in Parchment, and to make out Copies of
 any Thing contained in such Court-Rolls,
 that the Tenant shall (at any Time) have Oc-
 casion to make use of.

Then order the Cryer to make a second
Ops.

Then

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Then give Orders to call the Suitors by Proclamation.

Spees. A. B. come into Court, and do your Suit and Service, or else you will be amerced.

N. B. The Bailiff will by the Rent-Roll give you a Catalogue of their Names.

Then the Steward shall say ——— If any Person will be effoin'd, or enter his Plaint, let him come into Court, and he shall be heard.

And if any appear, enter the the Effoins and Plaints on Paper thus:

Plaint.

H. A. B. Queritur de C. D. de placito debiti (vel) transgr' (vel) de placito Captionis & injuste detentionis Averiorum, &c.

Effoins.

H. J. D. Effon. de Sect' Car. per A. B.

The Proceedings in this Court are much the same as in the County-Court, as thus:

The Defendant is called in by Process of Summons, and Attachment, and Distress; where the Course

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Course is so, the Plaintiff is to declare, and the Defendant to answer, as the Case is, and the Matter put to issue, and so determined either by the Jury, or as the Custom of the Court will warrant it; as by examining Witnesses upon Oath; in which the Judges are to be guided by their Consciences; and after Judgment, the Debt or Damage so recovered is to be levied of the Party's Goods, which may be sold to make good the same (of all which Proceeding there are few Practisers ignorant): But to be satisfied, see more in Dalton's Office of Sheriffs of the County-Courts.

The Effoins entred, and Plaints determined, he must then impanel the Inquest of Homage (or Jury) and swear them; the Oath he is to administer to them being as followeth, viz.,

The Oath.

YOU shall inquire, and true Presentment make, of all such Things as shall be given you in Charge, your Companions Counsel and your own you shall keep, and you shall present the Truth, the whole Truth, and nothing but the Truth. *So help you God.*

Then swear the rest of the Homage by Four at a Time, thus:

THE same Oath that E. D. your Foreman hath taken on his Part, you and every one of you shall keep on your Parts. *So help you God.*

And

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And when the Inquest are sworn and impanell'd, make another Oyes.

OYES: You good Men that are impannell'd, draw near, and you and all others that be present, keep Silence during the Time the Charge is given.

The Charge in a Court-Baron.

Gentlemen of the Jury,

First, You shall enquire of all Persons that do owe Suit to this Court; and do make Default; and you ought to present their Names.

And you ought to observe, That all such Persons as hold of the Lord by Suit of Court, (in which Place soever they do dwell, and of wharsoever Age they be) ought to make Suit at this Court, or otherwise to be amerced.

Death of a Tenant.

Likewise you ought to enquire, If any Tenant be dead since the last Court, or before, and his Death not presented.

It is your Business to enquire; What Lands he held of this Manor, and how they were holden; and what Advantage the Lord shall have by his Death, as Relief, Escheat; or other Profits; and who is his next Heir, and of what Age.

Services withdrawn.

Also you shall inform the Court, Whether any Rent, Custom or Service, be withdrawn, and what Custom or Service it is, and in what Bailiff's Time it was withdrawn, and where the Land is, that the Lord may distrain for the Arrears; and how much the Rent is, and for how many Years it hath been withdrawn.

Lands concealed.

In like Manner you shall enquire, Whether any Lands belonging to the Lord be concealed or occupied by any Person or Persons without the Lord's Licence, and by whom; and how much Land hath been so occupied, and of what yearly Value the same is.

Escheat.

Also you shall enquire, what Tenants of the Lord are dead without Heir general or special; for in such Case the Lord shall have their Lands by Escheat.

2. Whether any Tenant, seised in Fee, be attainted of Felony by Verdict or otherwise; for in such Case, the King shall have the Year, Day, and Waste; and after that the Lord shall have the Lands by Escheat.

3. You ought to enquire, Whether any Bastard hath purchased any Lands within this Manor, and hath died without Issue of his Body;

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Body ; for, in such Case likewise, the Lord shall have his Lands by Escheat.

Common.

Likewise you shall inform the Court, Whether any Person, that hath not Common *sans* Number, doth surcharge the Common, &c.

2. If any Person that hath Common appendant, and not appurtenant, puts in Beasts not Commonable, as Hogs or Goats; also Geese ought not to be put into the Commons.

3. Whether any Person do dig up the Common (except for Gravel for the Highway) and fills it not up again.

Mortmain.

Also you shall enquire, whether any Tenant of this Manor hath aliened his Lands in Mortmain; *viz.* To a Bishop, Parson, Vicar, or Corporation, that go in Succession, that is to say, to them and their Successors, without Licence of the King, and the Lord of the Manor; for this is enquirable, to the Intent that the Lord may make his Claim within a Year, according to the Statute.

2. Whether any such Tenant hath made any Feoffment to any Corporation, Guild, or Fraternity; or hath exchange'd any Lands with them.

Who is Tenant.

In like manner you shall enquire, Whether any Tenant by Charter (*i. e.* Freeholder) hath alien'd his Land, and not given Notice thereof to the Lord ; and the Alienor hath not done Fealty to the Lord, nor Suit of Court, that the Lord may know who is his Tenant ; for this is presentable, to the Intent that the Lord may know upon whom to make Avowry, and of whom to have his Services and Escheats.

Waste.

Also you shall enquire, Whether any Termor for Years, or for Life of any Part, of the Demesnes of the Manor, hath done Waste in any House, Lands, Woods, or Gardens, that you may present them. Or,

2. Whether any Person holds two Tenements, and hath committed Waste in one of them ; or if he hath taken Trees from one of them for the Use of the other ; for this is Waste.

Trespass.

Whether any Person hath trespassed in the Demesnes of the Lord ; as in his Corn, Grass, Meadows, Pastures, Woods, Hedges, Waters, &c.

2. Whether any Person hath fished in his Rivers, Waters, &c.

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3. Whether any Person hath hawk'd or hunted in the Demefnes of the Lord without his Licence.

Rescous.

Likewise you are to enquire, Whether any Bailiff or Officer hath made an Arrest for Rent, Custom, or Service due to the Lord, and Rescous hath been made to him; you shall present the Names of those that made the Rescous, and where and when it was made.

Pound-breach.

You shall enquire, If any Distress hath been put into the Pound of the Lord, and hath been taken out of the same without lawful Authority; for this is Pound-breach, and enquirable.

Encroachment.

Also it is an indispensable Duty upon you to enquire, Whether any Person hath removed or taken away any Meer-Stones, Boundaries, or Stakes, between this Lordship and any other next adjacent, or between Tenant and Tenant, that you may present the same.

Common

Common inclosed.

Likewise you are to enquire, Whether any Tenant of this Manor hath (without the Licence and Consent of the Lord, and others that are Freeholders) inclosed any Lands, and keeps the same in Severalty, which ought to lie open; for this is also enquirable, because no Tenant belonging to the Lordship can (in such Case) take his Common therein.

Evidences belonging to the Lord, withheld or concealed.

In like Manner you shall enquire, Whether any Person doth keep to himself, withhold or conceal, any Evidences, Court-Rolls, Rentals, or other Writings or Records belonging to the Lord of this Manor, and present the same; for this is enquirable, and presentable here.

Pains and Penalties formerly imposed, and not performed.

Also you shall enquire, Whether any Pain or Penalty formerly kept and imposed at any Court, heretofore set for his Manor to be performed or done, hath not been yet hitherto done or performed, in whom the Default is, and present his Name.

Copyholder letting Lease of his Lands, contrary to the Custom of the Manor.

Likewise you shall enquire, Whether any Copyholder hath at any Time demised, or let by Lease, all or any of his Messuages, Cottages, Lands, Tenements, or Hereditaments, which are Customary, and holden of this Manor by Copy of Court-Roll, for any longer Time than a Year and a Day, contrary to the Custom of the said Manor, without special Licence obtained by him from the Lord, for doing the same ; for that is a Forfeiture of his Estate to the Lord.

Alienation of a Copyhold Estate by Deed, at Common Law.

Moreover you are to enquire, Whether any Copyholder; or Tenant of any Customary Messuages, Cottages, Lands or Tenements, holden of this Manor by Copy of Court-Roll, *Hath* at any Time, contrary to the Custom of the said Manor, aliened his said customary Lands and Tenements, or any Part or Parcel thereof, unto any Person or Persons whatsoever, by Deed (at Common Law) of Lease and Release, Bargain and Sale enrolled, Feoffment with Livery of Seisin thereupon, or otherwise, without Surrender, according to the Custom of the Manor ; for this is also a Forfeiture of his Copyhold Estate

Estate to the Lord of the Manor, and enquirable here.

Exchange of Copyhold Land, for Land holden by Deed at Common Law.

Likewise you shall enquire, Whether any Copyholder, or Tenant of any Customary Lands, Tenements, or Hereditaments, holden of this Manor by Copy of Court-Roll, *Haib* at any Time, contrary to the Custom of the said Manor, exchanged, or made Transmutation of the Possession of such his Copyhold, or customary Lands and Tenements, or any Part or Parcel thereof, unto any Person or Persons whatsoever; for Lands or Tenements holden by Deed at Common Law, or *contra*, whereby the Lord may have Disadvantage in amending the one, and impairing the other; for this is inquirable here.

Cutting down Timber-Trees, without Licence from the Lord.

Also you shall enquire, Whether any Copyholder or Tenant of any Customary Lands, Tenements, or Hereditaments, holden of this Manor by Copy of Court-Roll, *Haib* at any Time, contrary to the Custom of the said Manor, cut down any Tree which is Timber, without Licence obtained by him from the Lord of the Manor for so doing; for this is also a Forfeiture of his Copyhold Estate to the Lord of the Manor, and enquirable here.

Lopping and Topping Timber-Trees at unseasonable Times.

In like Manner you shall enquire, Whether any Copyholder or Tenant of any Customary Lands, Tenements, or Hereditaments, holden of this Manor by Copy of Court-Roll, *Hath* at any Time, contrary to the Custom of the said Manor, lopped or topped any Timber-Trees, or other Trees belonging to his Copyhold, at unseasonable Times, whereby the said Trees may decay and die; for this is also a Forfeiture of his Copyhold Estate, and enquirable here.

Suffering Houses to decay, and fall down, for Want of Repairs.

Also you shall enquire, Whether any Copyholder or Tenant of any Customary Lands, Tenements, or Hereditaments, holden of this Manor by Copy of Court-Roll, *Hath* at any Time, contrary to the Custom of the said Manor, permitted or suffered any Copyhold or Customary Messuage or Tenement, Cottage, Barn, Stable, Brew-house, Malt-house, or other Edifice or Building, to decay or fall down, or shall not repair the same, but suffer them, any, or either of them to be uncovered, by which Waste is committed; this is likewise a Forfeiture of his Copyhold Estate, and enquirable here.

Who

Who died seised since last Court, and who is next Heir.

Likewise you shall enquire, Whether any Copyholder, or Tenant of any Customary Lands, Tenements, or Hereditaments, holden of this Manor, by Copy of Court-Roll, according to the Custom of the said Manor, *Hasb*, at any Time since the last Court, *died* so seised thereof, and of what Estate he died so seised, and who is his next Heir, and of what Age; that the Lord may have his Fine, Rent, and other Services secured to him, and the Heir be admitted Tenant.

Who surrendered his Copyhold since last Court, and to whom.

Moreover you are to enquire, Whether any Copyholder, or Tenant of any Customary Lands, Tenements, or Hereditaments, holden of this Manor, by Copy of Court-Roll, according to the Custom of the said Manor, *Hasb*, at any Time since the last Court, surrendered any Copyhold Estate into the Hands of the Lord's Bailiff, or into the Hands of any of the Copyholders, or Customary Tenants of the said Manor, to the Use of any Person: For upon every such Surrender the Lord ought to have a Fine, and the Parties, in whose Hands the Surrender was made, ought to come to the next Court, and present the

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same Surrender so taken, and put the same into the Hands of the Lord, to the Use of the Alience, that is to say, to the Use of him to whom the Surrender was made; or otherwise, such Person that took such Surrender forfeits his Copyhold, for not bringing in the same, and done what in him lies to make the Lord lose his Fine, as also to disinherit him to whose Use the Surrender was made.

Corollary.

Lastly, You shall enquire, If all the Defaults and Complaints that were presented at the last Court, were sufficiently redressed, or not; and if all the Laws and Orders you formerly made, are observed and kept: And you shall also enquire of all other Things which you shall think convenient to be enquired into.

And so you may go together, and enquire of your Charge, &c.

Another Form of Charge.

Preamble.

Gentlemen of the Jury,

THE Lord of this Manor has thought fit to appoint me his Steward to keep this Court here; whereby (though I am at present a Stranger to you, and to the Customs of

of this Manor) it now lies upon me to acquaint you with what is your Duty ; wherein, if I shall in any Particular misinform you, whom I am very well satisfied have a perfect Knowledge of your Business in this Place, and what is here enquirable into and presentable, I must desire you to remember, That it is impossible for me to understand all the particular Customs of this Manor, without some longer Acquaintance with it.

Charge.

The Charge I shall give you shall be short, consisting only of the Heads of those Things which are generally enquired into, and presented in most of the Courts-Baron of this Realm, and, as I am informed, in this Court-Baron.

Suit.

First, You are to enquire of all Persons that owe Suit to this Court, and make Default, and you ought to present their Names ; for all such Persons as hold of the Lord by Suit of Court, wheresoever they live, or of what Age soever they be, should attend here, or be amerced.

You are to enquire of all Manner of Alienations, whether the same be by Death or by Surrender.

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Death of Tenants.

If any of the Tenants is dead since the last Court, or before, and his Death is not presented, you ought to enquire what Lands he held of this Manor, and how the same were holden, and what Advantage the Lord has by his Death by Relief, Escheat, or otherwise, and who is the next Heir, and of what Age he is.

Surrenders.

If any Copyholder of this Manor, since the last Court, hath surrendred any of his Copyhold Lands, holden of this Manor, to the Use of any other Person, by the Hands of other Copyhold Tenants; every such Surrender, whether absolute or conditional, must be presented at the Court, otherwise they who have taken such Surrender, forfeit their own Copyhold.

Lands and Services concealed.

Also, if any of the Lord's Lands, Customs, Rents, Services, Franchises, Royalties, or Evidences, be concealed or with-held from him without his Consent, by whom, and what it is, and how long it hath been with-held.

Incroachment.

Incroachment.

Also, if any Incroachment be made upon the Lord's Land, or upon the Waste or Common, without Licence of the Lord.

Trespafs.

Also, if any Trespafs is made upon the Demefnes of the Lord; or if any Tenant take away his Hawks, Wood, Fish, Fowl, and the like; or Hawk or Hunt in his Manor without his Leave.

Who is Tenant.

Also, if any Tenant have aliened their Lands without Notice to the Lord, and when, what, and to whom, and what is due to the Lord thereby by the Custom; for the Lord must know who is his Tenant, that he may know of whom to expect his Service.

Also, if any Tenant have committed any Forfeiture. Freeholders may forfeit by committing Felony; in which Case, after the King hath his Year and a Day, the Lord is to have his Land. Also, if a Freeholder aliens his Land in Mortmain, that is to Bishop, Parson, Vicar, or Corporation, where there is a Succession, viz. to them and their Successors, without Licence of the King and the Lord; this is likewise a Forfeiture.

As

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As to the Copyhold Tenants, they may forfeit by committing Felony, doing Waste, letting Houses fall, or be very ruinous by Want of Repair; or if a Person have two Copyholds, and impairs one to amend the other, by cutting down or marring Timber, contrary to the Custom, by passing or letting their Land by Charter or Deed; for it must be by Surrender, by letting for longer than a Year and Day without Licence, according to Custom: By not paying his Rent, or performing his Services, as Suit of Court, and the like; especially if he deny and refuse it: If any Rescous or Pound-breach be made of a Distress taken by the Lord, or his Bailiff, within the Manor, for any Rent or Service due to the Lord; if any remove ancient Bounds between Lord and Tenant, or one Lord or another, or between Tenant and Tenant, and many other Ways, he may forfeit his Copyhold.

Commons.

Next, I shall put you in Mind of some Things you are to enquire into, which concern the Benefits of the Tenants; namely, You are to enquire if any take Common that hath no Right to it, or having Common keep more than his Number, or the Quantity of his Land, or chase and rechase between two Farms in two Parishes, or put in Cattle not Commonable; or inclose, dig, build upon, or otherwise abuse and oppress the Common, without Licence of the Lord, or any Tenant

Tenant inclose the Land which ought to be in Common.

Conclusion.

(As to the Court-Leet, now held):

Lastly, You are to enquire of all other Things (though not mentioned by me) which you know in your Consciences to appertain to your Charge, and that ought to be enquired into. This, Gentlemen, is all I shall at present say ; so you may depart, and consider of your Charge, and perform your Duty according to the Oath you have taken.

Tenant's Death.

If any Tenant's Death be presented, and the Heir comes not in, then the Crier is to make Proclamation, and say, If any one can make any Title or Claim to the Copyhold Lands and Tenements holden of this Manor, of which *A. B.* died seised, Let them come in, and they shall be received, or else the same will be seised in the Hands of the Lord of the Manor for Want of a Tenant. This is the 1st, (2^d or 3^d) Proclamation:

Surrenderer.

After Three Courts you may seise.

So likewise, if the Surrenderor comes not in, then you are to make Proclamation, and say,

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say, *A. B.* come into Court, and be admitted to the Copyhold Land and Tenements, holden of this Manor, which were surrendered to the Use of you and your Heirs, (or as the Surrender is) or else the same will be seised in the Hands of the Lord, &c.

Admittance.

If any come to be admitted, you are to examine what Claim they pretend ; whether Heir at Law, Devisee, Purchaser, or otherwise, and draw short Minutes of the same for your Memory, to draw it afterwards up in Form ; and upon your Admittance you are to repeat how the Title stands. As for Example : If one that is Heir come to be admitted, you take hold of one End of a Rod, and he that is to be admitted on the other End ; and you must say, Whereas at this Court (or before) the Homage presented, That *A. B.* Copyhold Tenant of this Manor, before this Court, died seised of certain Copyhold Lands and Tenements, holden of this Manor, and that you *C. D.* are his eldest Son and Heir, (or only Son and Heir, or Brother and Heir) as the same is. Whereupon you come into Court, and grave to be admitted Tenant to the Premisses.

The Steward's Admission of a Tenant.

The Lord of this Manor, by me his Steward, doth hereby deliver you Seisin by the Rod,

Rod, and admit you Tenant to the Premisses (that is to say) to one Messuage, &c. and this is to hold to you and your Heirs at the Will of the Lord, by the Rents, Customs, and Services therefore due and accustomed; you paying your Fine, and performing your Suits and Services.

The Oath of Fealty.

Then you swear him to Fealty thus: You *A. B.* do swear that you will be faithful, and Fealty bear to the Lord of this Manor, for the Lands and Tenements that you claim to hold of him; and that you will from Time to Time pay, perform, and do the Rents, Customs, and Services therefore due and accustomed, and at the Times assigned. *So help you God.*

✧ Fines upon a Discent (unless certain, as in some Manors) are a Year and Half's Value of the Land; but upon a Purchase, commonly two Year's Rent.

✧ Before Admission, every one admitted must pay the Arrears of Rent, or else the same is lost.

There are likewise Freeholders as well as Copyholders, and they for such Freehold Lands must make a Recognition to, this Effect:

Acknow-

Acknowledgment of the Tenant.

You *A. B.* do acknowledge to hold of the Lord of this Manor, by Fealty, Suit of Court, and the yearly Rent of 4*s.* one Messuage, &c. which you claim by Right of Inheritance, as Son and Heir of *C. B.* your late Father deceased.

And then swear him to Fealty.

Copyholders may be admitted, and Freeholders make their Recognition by Attorney, as well as in Person.

In Recognitions, if by Discent, the Tenant pays the Lord Relief, that is, a Year's Quit-Rent; but otherwise on Purchase.

The next Thing will be to know the Fees, which are commonly different in most Manors; but this the *Medium*.

The Fees.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
For Entry of every Conditional Surrender	0	2	0
For every Acknowledgment of Satisfaction	0	1	0

In Admissions.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
Reciting every Proclamation —	0	6	6
Reciting a Will and Surrender to the Use of the same —	0	6	8
<i>Admiss. Cop. & Entr.</i> commonly ac- cording to the Length of the Parcels, if an ordinary Length,	0	13	4
Surrender to the Use of a Will —	0	2	0

Feme-Covert.

A Feme-Covert cannot pass a Surrender but by the Steward or Lord's Hand, and she must be privately examined, *viz.* That you are free and willing that the Lands and Tenements in this Surrender contained, should be conveyed to C. D. and his Heirs, (or as the Surrender is) and this is without Compulsion of your Husband.

The Fees of which are——6*s.* 8*d.*

And taking the Surrender—3*s.* 4*d.*

But amongst Parcels of Land, you will find some *Ac etiams* or *Nec nons* ; you must remember, that is a Distinction that hath been formerly in several Copies, and several People's Lands, and for every of these you are besides the *Adm. Cop. & Entr.* to have —— 6*s.* 8*d.*

When

When all Business is done :

Oyes ; (and let the Crier repeat after you, viz.) All Manner of Persons that have any Thing more to do at the Court here this Day holden and kept, let them come in, and they shall be received ; otherwise they may depart this Time, and give their Attendance upon a New Summons.

The Method of making up a Rental of a Manor.

A Rental of the Manor of S—— for one Year, ended at the Feast of St. Michael the Archangel, in the Year of our Lord, &c, as followeth, viz.

J. R. Gent.	For two Messuages or Tenements,	} s. d. xiii. iv.
	and fifty Acres of Land, Meadow and Pasture, lying in B.	

T. K. Gent.	For one Messuage or Tenement,	} ii. vi.
	and certain Lands in, &c. —	

So set down as many as be in this Form.

In all, &c.

Prece.

Precedents of some Deeds, &c. relating to Copyholds.

A Surrender of a Copyhold taken by the Steward out of the Manor, in the Presence of two Customary Tenants.

Maner' de } Memorand', That on the —
Long S—. } *M* Day of, &c. at *M.* in the
 County of, &c. *W. B.* (who claims to hold
 for Term of his Life, by Copy of Court-
 Roll, of the Manor aforesaid, bearing Date,
 &c. (amongst other Things) one Close of
 Pasture, called *B.* containing, &c. and one
 Close of, &c. with the Appurtenances within
 the said Manor of *Long S—*, came before
 me *T. G.* Steward of the said Manor, and in
 the Presence of *A. D.* and *J. C.* two of the
 Customary Tenants of the same Manor, did
 surrender and yield up, into the Hands of
 the Lord of the said Manor, the said sever-
 al Closes of Pasture and Arable Land, &c.
 with the Appurtenances, and all his Estate,
 Right, Title, Interest, Possession (and if more
 than one Life) Reversion, Claim, and De-
 mand whatsoever, of, in, and to the same
 Closes of Pasture, &c. and of, in, and to
 every Part and Parcel thereof, to the End
 that the Lord of the said Manor might do
 therewith his Will.

W. B.

Capit' & cognit' Die & Anno
prius supradict' cora' me } *A. D.* }
T. G. Seneschal' ibid. in } *J. C.* } *Tenentes.*
presentia nostra,

F

Note,

Note, This is to be read to the two Tenants, after the Tenant *W. B.* hath surrendred (he saying after the Steward, the usual Words in a common Surrender) and then the two Customary Tenants are to set their Hands as Witnesses thereto (*ut antea*) and present the same at the next Court.

A Surrender of a Copyhold held by one Life, into the Hands of the Lord of the Manor, in Consideration of an Annuity for Life, by Way of Assignment.

To all to whom these Presents shall come,
M. B. of, &c. sendeth Greeting:

WHereas the said *M. B.* by Virtue of a Copy of Court-Roll, of the Manor of, &c. bearing Date, &c. signed by, &c. then Lord of the said Manor, is and stands lawfully possessed of, and interested in one Tenement, &c. being Part of the Manor aforesaid, for the Term of her Life, according to the Custom of the said Manor, as by the said Copy of Court-Roll may more at large appear. *Now* these Presents witness, That the said *M. B.* for and in Consideration of the annual Sum of, &c. of lawful Mony, &c. secured to be paid to her, during her natural Life, by *R. G.* Esq; the present Lord of the said Manor of, &c. hath assigned, transferred and set over, and by these Presents doth assign, &c. unto the said *R. G.* the before recited
Tene-

Tenement, &c. with the Appurtenances, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of her the said *M. B.* of, in, and to the same, by Virtue of the said Copy of Court-Roll, or the Custom of the said Manor, or otherwise howsoever; together also with the said Copy; and to the Intent that the said *R. G.* may become as lawfully and as absolutely Possessed of the said Tenement, Lands, Premises, and Appurtenances, as of any other Part or Parcel of the said Manor, now in his Hands, she the said *M. B.* doth hereby Covenant and Promise to and with the said *R. G.* his Heirs and Assigns, That the said *M. B.* shall and will, at the next Court-Baron to be held for the said Manor of ———, or at any other Time or Times, upon the Request and at the Costs and Charges of the said *R. G.* or his Heirs or Assigns, surrender into his or their Hands, or into the Hands of the Steward of the said Manor, or otherwise, according to the Custom of the said Manor, to the Use of the said *R. G.* his Heirs and Assigns, the aforesaid Tenement, Premises, and Appurtenances, and all and singular the Lands, Meadows, Pastures, Feeding, Common, Ways, Paths, Passages, Easements, &c. to the same, belonging or appertaining; and all her Right, Title, Interest, Claim, and Demand whatsoever, of, in, and to the same; and that she the said *M. B.* shall and will from Time to Time, and at all Times hereafter, during the Term of her Life, at the reasonable Request, Costs and Charges in the Law, of the said *R. G.* his Heirs or Assigns, make and

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do all and every such further and other lawful and reasonable Acts and Things, for the further, better, and more perfect Assuring and Conveying of the said Tenement, Lands, Premisses and Appurtenances to the Use of the said R. G. his Heirs and Assigns, as by him or them, or his or their Counsel learned in the Law, shall be reasonably devised or advised, and required. *And further*, That at the Time of such Surrender, or other Assurance, &c. to be so made of the said Tenement, &c. the same shall be free and clear, and freely and clearly acquitted and discharged, of and from all former Surrenders, Forfeitures, and other Incumbrances whatsoever, had, made, done, or wittingly suffered by her the said M. B. or by any other Person or Persons lawfully claiming, by, from or under her. *In Witness*, &c.

Note ; A Bond from the said R. G. to M. B. or her Trustee, for Payment of the said Annuity at two Payments in the Year, the first to begin at, &c. reciting at large the said Surrender in the Beginning of the Condition.

A Surrender of a Copyhold held by a Widowhood, and one Life out of Court, in order to take a new Estate therein by Lease.

TO all to whom, &c. A. P. Widow of J. P. late of, &c. deceased, and S. B. the Wife of J. B. of the same Place Gent. and the said J. B. Husband of the said S. B. send Greeting: *Whereas* by Copy of Court-Roll of the Manor of, &c. aforesaid, bearing Date, &c. a Grant was made by, &c. unto T. P. of &c. aforesaid,

aforesaid, of a Messuage, or Tenement, &c. situate, lying and being in, &c. And then late in the Tenure of, &c. to hold for the Term of the Lives of the said T. P. and J. P. and S. P. Son and Daughter of the said T. P. and the Life of the longest Liver of them successively, at the Will of the Lord according to the Custom of the said Manor, by and under the yearly Rent of, &c. and one Heriot on the Death of each of them, when it should happen, being the best Beast, or Goods then on the Premises, or in Lieu thereof, the Sum of, &c. in Money, at the Election of the Lord of the said Manor; And by and under all other Rents, Suits, Customs and Services therefore due, and of Right accustomed, as by the said Copy of Court-Roll may more at large appear. And whereas the said T. P. and J. P. are since deceased, whereby the said A. P. is possessed of the Premises aforesaid, for the Term of her Widowhood, according to the Custom of the said Manor of, &c. And whereas the said S. P. is since married to the said J. B. Now these Presents Witness, That the said A. P. by and with the Consent, and at the Direction and Appointment of the said S. B. and J. B. Testified by their being made Parties to, and Signing and Sealing of these Presents; And also the said S. B. and J. B. for divers good Causes and Considerations them thereto moving, and to the Intent and Purpose, that a new Estate of and in the Premises, may be granted to the said A. P. they the said A. P. S. B. and J. B. have surrendered and yielded up, and by these Presents do, &c. unto W. K. the

Note; A Consideration of 5 s. or other Sum to S. B. and J. B. seems necessary.

Of Courts Baron.

Elder of, &c. Esq; and *W. K.* the Younger, Esq; Eldest Son, and Heir Apparent of the said *W. K.* the Elder, and Lord of the said Manor of, &c. as well the said recited Copy of Court-Roll, and all and singular the Messuage, Tenement, Lands and Premises aforesaid, with the Appurtenances therein, or thereby granted; as also all the Estate, Right, Title, Interest, Possession, Reversion, Property, Claim and Demand whatsoever, of them the said *A. P.* and *S. B.* and *J. B.* and of either or any of them, of, in and to the same, or of, in or to any Part or Parcel thereof; and the said *A. P.* *S. B.* and *J. B.* do hereby Covenant for themselves and every of them, and their respective Executors, &c. That they the said *A. P.* or either of them, have not done any other Act to charge or incumber the Premises, &c. And also, That they, and every of them, shall and will from Time to Time, and at all Times hereafter, during their respective Lives, at the reasonable Request and Costs and Charges in the Law, of the said *W. K.* the Elder, and *W. K.* the Younger, or either of them, their, or either of their Heirs or Assigns, make, do and suffer, or cause, or procure to be made, done or suffered, all and every such further, and other lawful and reasonable Acts and Things for the further, better, and more perfect surrendring, assigning or conveying of the said Messuage or Tenement, Lands and Premises, to the Use of the said *W. K.* the Elder, and *W. K.* the Younger, their Heirs and Assigns, as by their, or either of their Counsel learned in the Law, shall be reasonably devised, or advised and required. *In Witness, &c.* A

A Release of a Copyhold Estate.

TO all, *&c. W. B.* of, *&c.* and *T. B.* of, *&c.* and Brother of the said *W. B.* send Greeting. *Whereas* the said *W. B.* is, or was seized for and during the Term of his natural Life, according to the Custom of the Manor of, *&c.* of and in one Copyhold Messuage or Tenement, with the Appurtenances in, *&c.* aforesaid, being Parcel of the said Manor late in the Tenure or Occupation of, *&c.* deceased, and of and in several Parcels of Land, Meadow and Pasture to the same belonging, or reputed Part thereof: And *whereas* the said *T. B.* hath a Copyhold Estate for the Term of his Life, in the said Messuage or Tenement and Premises in Reversion, after the Death of the said *W. B.* as by the Court-Rolls of the said Manor may more fully appear. Now, *Know ye*, That the said *W. B.* and *T. B.* for, and in Pursuance of an Agreement heretofore made and concluded, by and between the said *W. B.* and *E. F.* Lord of the said Manor of, *&c.* of and for the said Copyhold Estate; and for, and in Consideration of the Sum of, *&c.* of lawful Money, *&c.* by him the said *E. F.* in Hand paid to the said *W. B.* and *T. B.* or one of them, before Sealing and Delivery hereof, the Receipt whereof they do hereby severally acknowledge, and for other good Causes and Considerations them thereunto moving, have *Granted, yeilded up, surrendered, remised, released, and quit-claimed*, and by these Presents do, and either of the doth Grant, Yeild up, *&c.*

Surrenders.

A Covenant to surrender Copyhold Lands.
Modern Conveyances, p. 127.

A Surrender of Copyhold Lands, conditional by the Hands of Two Customary Tenants out of Court. *Ars Clericalis*, Part II. p. 603.

A Surrender of Copyhold Lands made into Tenants Hands. *Ars Clericalis*, Part II. p. 604.

A Surrender of Copyhold Lands made in Court before the Steward, and the Examination of the Wife. *Ars Clericalis*, Part II. p. 605.

A Surrender of Copyhold Lands by Way of Mortgage for Payment of Money. *Ars Clericalis*, Part II. p. 606.

Surrender of Copyhold Lands in the Court, with the Admission of the Tenant accordingly. *Ars Clericalis*, Part II. p. 607.

A Preamble of a Covenant (in Nature of a Mortgage) upon Surrender of Copyhold Lands. *Ars Clericalis*, Part II. p. 686.

Recoveries.

A Covenant to suffer Recovery in a Court-Baron. *Servant's Guide*. p. 239.

To suffer a Recovery in a Court-Baron by Plaintiff. *Ars Clericalis*. Part I. p. 340.

Other Precedents relating to Copyholds.

A Bargain and Sale of Copyhold Lands.
Ars Clericalis, Part II. p. 398. A

A Bargain and Sale of Copyhold Lands, &c. with Covenants of Assurance. *Ars Clericalis*, Part II. p. 401.

A Feoffment of Freehold, and to surrender Copyhold Lands. *Bridgman*, p. 31.

An Indenture of Covenants upon Contract on Purchase of a Copyhold, where Part of the Purchase-Money is paid, and the Purchaser to be at Liberty to proceed in the Purchase. *Scrivener's Guide*, p. 34.

Covenants for purchasing the Equity of Redemption of Copyhold Lands mortgaged. *Scrivener's Guide*, p. 36.

A Declaration of Trust, upon admitting Two Lives into a Copyhold, with necessary Covenants. *Scrivener's Guide*, p. 28.

A Bond to surrender Copyhold Lands, wherein the Obligor is admitted in Trust for the Obligee. *Scrivener's Guide*, p. 124.

A Bond to pay 40 s. more for a Fine on Admittance to a Copyhold, if the Lord have not another Fine for Admittance of the same Lands within Three Years. *Scrivener's Guide*, p. 127.

A Settlement before Marriage of a Copyhold Estate, where (according to the Custom of the Manor) there is a dead Year after the Death of every Tenant. *Scrivener's Guide*, p. 407.

COURTS-BARON,

AND

Copyhold-Courts.

*Of Manors, their Antiquity, Definition
and Division.*

HAVING before treated in General of Courts-Leet, I now come to Courts-Baron, wherein I intend to be more particular, especially for that many Things annex'd as Accidents and Appendances to a Court Leet, do also belong to a Court-Baron; but seeing a Manor is generally the Foundation of both Courts, and is the immediate Cause of a Court-Baron, it will be necessary to premise some few Observables touching the Antiquity, Definition, and Division of Manors.

As to the Antiquity of Manors, we find, That the ancient Kings of this Realm, who had all the Lands of *England* in Demesne, (*i. e.*

in their own Hands) did grant a certain Compass or Circuit of Ground to certain Lords and great Personages, with Liberty to parcel the Lands out to other inferior Tenants, reserving such Duties and Services as they thought fit, with Power to keep Courts, wherein they might redress Misdemeanors and Nuisances within such their Precincts, and punish the Offences of their Tenants; and debate and decide Controversies of *Morum & Tuum* between them: The said Lords performing such Services, and paying such Rents, &c. as the said Kings reserv'd by such their Grants and Donations.

And these Grantees being formerly great Lords and Noblemen, were called Barons, and came to Parliament, and from thence the Courts so granted are called Courts-Barons, as also the Grantees are called Lords, and the Lands granted are called Manors or Lordships to this Day; tho' in Process of Time, by Grants and Conveyances from such Noblemen and Barons, these Lordships or Manors came into the Hands of Knights and ordinary Gentlemen by Purchase, &c. and thus we find 'em at this Day.

For the Etymology of the Word *Manor*, some derive it *a Manendo*, to dwell or reside, and then it is either from *Mansio*, the Manor-House where the Lord resides, or *quia Dominus ac Tenentes (vel Residentes) super Terras suas manent ac cohabitant*: Others derive it *a Manuario*, *quia labore Manuum utitur*, from manuring the Ground: But others say, it comes from the French Word *Mesner*, to manage or govern, because the Lord had the Management

ment and Government of the Tenants within such his Jurisdiction.

A Manor anciently was thus described, viz. *Manerium est Feodum Nobile, partim Vassalis (i. e. Copyhold Tenants) concessum ab certa Servitia reddita, partim Domino in usum Familiae suae, cum Jurisdictione in Vassallos ab concessa prae-dia reservatum.*—— Terras quae Vassallis conceduntur dicimus Tenementales, quae Domino reservantur Dominicales, Totum vero Feodum Dominicum appellatur, &c.

This Description much resembles the Definition of a Manor at this Day: For a Manor is a Lordship or Territory, with a Court by Prescription, at which the Tenants of the same do Suit and Service, the Lands whereof are partly in Demesne, and partly in Tenure.

So that a Manor consists of Demesnes, Tenants, Services, and a Court-Baron, and must be Time out of Memory, for a Manor cannot be made at this Day, because a Court-Baron depending upon Custom cannot now be made, which Court is the chief Prop and Pillar of a Manor, for no sooner doth that fail, but the Manor falls to the Ground.

Upon the first Creation of Manors, the Lords took as much Land as was necessary for their own Use into their own Hands, which was called Demesnes, and they distributed as much as they thought convenient among their Tenants, and the Residue was called the Lords Wastes, because neglected by the Lord.

Court-Baron incident to a Manor.

A Court-Baron is incident to a Manor, and a Manor cannot be without a Court-Baron, and Suitors or Freeholders, Two at the least: For if all the Freeholds (except one) escheat to the Lord, or if he purchase all (except one), there his Manor is gone, for that it cannot be a Manor without a Court-Baron, and a Court-Baron cannot be holden but before two Suitors at the least. A Court-Baron is incident to a Manor, as a Court of Pyepowder to a Fair. By the Grant of a Manor *cum pertinentiis*, the Court passeth; and a Man cannot grant his Court, without a Grant of the Manor: But he may grant the Profits of his Court, without granting the Manor. *1 Brownl. 175. Brown's Case.*

To be held within the Manor, unless by Special Order.

The Court-Baron must be holden within the Manor, for if it be holden without the Manor, it is void, unless a Lord being seised of Two or Three Manors hath usually, Time out of Mind, kept at one of his Manor-Courts for all the said Manors, then by Custom such Courts are sufficient in Law, albeit they are not holden within the several Manors. *1 Inst. 58. a.*

Of Courts-Baron.

Of a Customary Manor.

Two Sorts
of Courts-
Baron.

There may be a Customary Manor held by Copy, and such a Customary Lord may keep Courts and grant Copies, 11 Rep. Nevil's Case. Cr. Jac. 260. *contra*. For you must note, There are Two Sorts of Courts-Baron, one at Common Law, incident to every Manor, and is of Freeholders, and the Freeholders, are Judges. There is also a Customary Court, consisting of customary Tenants, for without them it cannot be, and this Court may be holden without free Tenants, or other Suitors, (except Copyholders) and of this Court the Lord or his Steward is Judge, 1 Inst. 58. And when the Court-Baron is of this double Nature, the Court-Rolls contain Matters appertaining to both.

Also a Manor may be Copyhold, and held of another Manor by Copy of Court-Roll; and if such a Copyhold Manor be granted, the Grantee and his Heirs may hold a Copyhold-Court within the said Manor, without any special Grant of such Court: For of common Right a Court-Baron or Copyhold-Court is incident to every Manor.

Court for Copyholders.

When the Lord of a Manor having many ancient Copyholds in a Vill, grants the Inheritance of all his Copyholds to another, the Grantee may hold Courts for the customary Tenants, and accept Surrenders, and make Admit-

Admittances, and Grants; for altho' this is not a Manor in Law, because there want Freeholders, yet there may be holden a Court for Copyholders, and the Lord or Steward is Judge; and as the other being a Court-Baron may be called the Freeholders Court, this may be called the Copyholders Court; and and so if all the Freeholds do escheat, or if the Lord release the Tenures and Services of all his Free Tenants, yet the Lord may hold a Customary Court for all his Copyhold Tenants: So if the Lord demise all his Lands granted by Copy to another for a Thousand Years, such Lessee may hold Courts for the Copyholders, 4 Rep. 26. *Melwich's Case*. These Number of Copyholds may support a Custom, but a single Copyholder cannot hold a Court.

Who may keep a Copyhold-Court.

Tenant at Will of a Copyhold-Manor may grant Copyhold-Estates, but cannot keep Courts.

If Guardian in Socage keeps Courts in his own Name, and grants Copies, it is good, and shall bind the Heir. *Cr. Jac. 53. 98. Shapland and Ruder.*

The Lord himself may grant or make Admittance out of the Manor at what Place he pleaseth, but so cannot the Steward, 4 Rep. 26, 27. *Molinnex*. But, as was said before, by Custom the Court may be held out of the Manor, and Grants and Admittances there made be good. An Honour consists of many Manors, yet all the Courts are distinguished, and have several Copyholders; and tho' there is for all the Manors but one Court, yet are they *quasi* several and distinct Courts, and so

Honour.

Of Courts-Baron.

it was usually in the Time of the Abbots; they kept but one Court for many Manors. *Cr. Car.* 361. *Segord and Hone.* 11 *Rep.* 12, 18.

How often Courts-Baron are to be kept.

The usual and accustomed Time is to keep this Court every Three Weeks; but tho' no Court, Time out of Mind, hath been holden within the Manor, yet it is not thereby extinct and lost, for it is incident to a Manor of common Right. 4 *Rep.* 26.

In a Court-Baron,

The Lord is Chief to command and appoint, and he is sometimes Chancellor in Cases of Equity.

The Steward to direct and record.

The Freeholders to assize and adjudge Amerciaments, and to return and certify Judgments.

The Copyholders to inform Offences committed against the Lord within the Manor, and to present such Things as shall be given in Charge by the Steward.

The Bailiff to execute the Process of the Court, and to make Return into the Court of the Execution thereof.

Courts-Baron ordained for Three Ends.

1st. These Courts-Baron were ordained to adjust Differences between Lord and Lord adjoining.

2^{dly}. To

2dly. To keep Rest and Quietness between Lord and Tenant, that the Lord should permit the Tenant to enjoy, paying his Rent, and performing his Services, and that the Tenant should not wrong the Lord by withdrawing his Rents, Customs, or Services.

3dly. To set Things right between Tenant and Tenant, as if any particular Wrong, as Debt, Trespass, &c. be under 40s. here is the Place of Redress for it. The Proceedings wherein, *vide post.* and every publick Trespass and Offence must be punished by Amerciament, which must be presented by Men sworn in the Court.

The Differences between a Court-Leet and Court-Baron are,

1. Courts-Baron are inseparably incident to a Manor, so that every Lord of a Manor may keep a Court-Baron; but few have Leets, without special Prescription, or some special Patent from the King.

2. In Courts-Baron the Suitors are Judges, but in Courts-Leet the Steward is Judge.

3. Courts-Baron are kept once every Three Weeks; but Courts-Leet, by the Statute *Magna Charta*, cap. 35. are to be kept but twice every Year, one Time within a Month after Easter, and another Time within a Month after Michaelmas. *Vide ante.*

4. Courts-Baron may be kept in any Place within the Manor; but a Court-Leet, by the said Statute of *Magna Charta*, is to be kept in *certo Loco ac determinato* within the Precinct.

Of Courts-Baron.

5. Courts-Baron cannot subsist without two Suitors at least; but Courts-Leet can well subsist without any Suitors.

6. Courts-Baron inquire of no Offences committed against the King; but Courts-Leet inquire of all Offences under High Treason, committed against the State and Dignity of the King.

7. Originally Courts-Baron belonged to Lords of Manors; but Courts-Leet belong to the King only.

8. A Writ of Error lies on a Judgment given in Courts-Leet, but not so of a Court-Baron: So in a Court-Leet a *Capias* lies; but in a Court-Baron, a Distress or Attachment by Goods.

9. In a Court-Baron, Action of Debt lieth for the Lord himself, because the Suitors are Judges; but in a Court-Leet, the Lord cannot maintain any Action for himself, because his Steward is Judge.

10. This Court may take a Verdict or Presentment of less than Twelve Jury-men, which the Court-Leet cannot.

Present-
ments in
Courts-
Leet.

If a Thing be presented at the Day in a Leet, if it pass that Day without being repealed, it stands for ever; therefore if a false Presentment be made, the Party shall have an Action the same Day against the Prosecutors; but if he stay till another Day, it's otherwise, and he is put to his Writ of Error.

Traversing

Traversing Presentments.

In some Cases, the Law admits the Party to traverse; but in most Cases not, *Dyer* 13. If one be presented in a Court-Leet for Bloodshed, or any other personal Wrong, this Presentment is not traversable, but the Party is without Remedy therein, though the Presentment be false, and the Matter of it untrue, because no Process is there awardable against the Party to call him to answer; but the Party may remove the Presentment into the King's Bench, and there he may traverse it: But if the Presentment touch Freeholds, as Purprestures, Nuisances, &c. he may traverse.

He who is amerced in a Court-Leet, may traverse the Resiency.

Counsel prayed to discharge a Constable chosen by three Justices of the Peace in the Parish of *Homeby*, because it is a Place exempt, and Warrants there executed by the Bailiff of the Hundred of *Nobottle-Grove*; *sed non allocatur*, for the Justices of Peace have Power to elect Constables of Hundreds, or particular Parishes, as *Custodes Comitatus*, where there is no Leet or particular Power in the Lord of a Manor to choose, as was the Lord *Wentworth's* Case, 1 *Bull.* 174. who elects in *Hackney* and *Stepney*, and here no Leet appears, nor other Right to choose. 21 *Car. 2. B. R. the Case of Terry and Furnese.*

27 *Ass. p. 6.* It was presented in a Leet, that *J. N.* had inclosed such Lands which

ought to lie in Common for all the Inhabitants of a Vill, &c. *ad commune nocumentum Inhabitan' ville prædict'*; and this Presentment was adjudged void; for this is a private Tort to the particular Inhabitants of this Vill, and no publick Common Nuisance. *Wormherton and Burton's Case* was in *Replevin*, the Defendant made Conusance as Bailiff to Sir *Foulk Grevil*, for that he had a Leet within his Manor of *D.* and that at such a Court the Plaintiff was amerced for putting his Geese upon the Common there, and for that Amerciament distreined; and because it was not shewed that the Common was within the Leet, as also because the Court held that it was not any Article inquirable in a Leet, nor punishable there, it was adjudged *pro Quer'*, *Cra. Eliz.* 448. Presentment for surcharging a Common is not good. 2 *Roll's Abr.* 81. *Bers and Storer.*

A Presentment is for enclosing a Croft, in which the *Gents del Vill* have Common, in Annoyance of all the People of the said Vill, is not good, for an Affize lieth.

Of the Authority of the Lord and the Steward.

Of the
Lord.

The Lord's Authority consists chiefly in Four Things:

1. In punishing Offences and Misdemeanors committed within the Precincts of his Manor; as, for Breach of By-Laws, Non-performance of Customs and Services, not discharging Duties, Offices, &c.

2. In

2. In deciding Controversies about the Title of Copyhold Lands within his Manor: And when he sits in Court, to end Debates of this Kind, he is not tied to the strict Form of the Common Law; for he is a Chancellor in his Court, and may redress Matters by Equity upon a Bill exhibited: As for Instance;

If I surrender a Copyhold to the Use of a Stranger, upon Trust or Confidence that such Debts being by me discharged, he shall surrender back his Copyhold, and I pay the Debts, and he refuses to make the Resurrender: Now at Common Law I am left Remediless, this being a bare Confidence, and no Condition; but upon a Bill exhibited in the Lord's Court, I shall be relieved; for the Lord upon Proof of the Matter, may seize the Copyhold, and readmit me according to the Effect of the said Confidence.

3. In admitting to Copyholds: And in this Customary Power, the Lord doth somewhat exceed the Steward; for the Lord may make Admittances either upon voluntary Grants, or upon Surrenders, or upon Descents, in any Place out of the Manor; whereas the Steward can only make such Admittances within the Manor.

4. In giving Licence to Copyholders to alien by Deed, which the Steward cannot do but by express Words in his Patent, or by special Authority given him by the Lord, or by some particular Customs warranting the same.

Of the
Steward.

All Stewards of Courts are either by Deed, or without Deed ; for one may be retained to keep his Court-Baron and Courts-Leet without Deed, and that Retainer shall continue till he be discharged. 1 *Inst.* 61. 6. 4. 27. 30. And such Stewards may take Surrenders of Customary Tenants of Courts. 4 *Rep.* 30. Lady *Holcroft's* Case, but the Custom must warrant it. Note, A Difference between a Steward of a Manor, and a Steward of Court ; Stewards of a Manor may take Surrenders in any Place. 1 *Leon.* p. 227. *Blagrove* and *Wood*. The Steward may make his Precept by Word to the Bailiff to distrain ; but it is safest for the Bailiff to have it in Writing.

In all Actions real which concern Lands, the Suitors are the Judges ; and therefore the Steward is Judge in a Court-Leet, and in the Court Baron the Suitors are Judges.

Steward
makes his
Deputy,
what he
may act.

A Steward appoints his Deputy to keep a Court *ad Tradendum* Copyhold Land, to be for Life ; the Deputy commands A. his Servant to keep Court, and grant the said Land, and the Custom found did not extend further than the Deputy ; though a Deputy cannot transfer his Authority over, being an Office of Trust ; yet *per Cur'*, to take a Surrender, and grant Land by Copy, is not any judicial Act ; and the Admitting a Copyholder is not any judicial Act ; for there need not be any Suitors there, who are the Judges ; and such a Court may be holden out of the Precincts of the Manor, and the Grant is good, especially if the Lord of the Manor agree to it

it afterwards. 1 Leon. 286. Lord Dacre's Case, one is made Steward *ad exequendum per se vel sufficien' deputat' suum*; J. S. makes A. his Deputy *hac vice*, to take a Surrender, & *ad ulterius faciend'*, &c. it is a good Deputation; and though the Authority was to take the Surrender absolute, and he takes a Surrender upon Condition, yet it is good by Reason of these Words, *Et ad ulterius faciend'*. Cro. El. p. 48. Randal's Case.

A Stewardship was granted to A. to execute the Office *per se vel sufficien' deputat' suum*. A. made a Deputation to M. *ad capiend' unum sursum redditionem* of J. W. and J. his Wife, and to examine J. *ea intentione*, that the said J. W. and J. might take an Estate back for their Lives, the Remainder over to T. B. in Fee; M. took two several Surrenders from the Husband and Wife, the Remainder to J. B. in Fee, upon Condition to pay a certain Sum of Money. And *per Cur'*, the Proceedings are well warranted by the Deputation aforesaid. 1 Leon. 289. Burges's and Foster.

If the Surrender and Regrant is enter'd in the Roll of the Court, dated to be holden the Second Day of May, and the Deputation bearing Date the Third Day of June after; *per Cur'*, this Misentry of the Date of the Court shall not prejudice the Parties; for this Entry is not Matter of Record. *Id. Ibid. Post.*

An Infant is not capable of the Stewardship of a Manor. March 41.

Baron and Feme, Copyholder in the Right of his Wife, surrenders out of Court into the Hands of the Steward, and she was examin'd by

by him; and it was not proved that he was Steward by Patent, nor any special Custom to warrant it, and yet good. *Cro. Jac.* 526. *Switben and Cage.*

King's
Steward
may grant
Copyholds
that ef-
cheat.

The King's Copyholder is attainted of Felony, whereby his Copyhold escheats. The Steward may grant this over *ex officio*, without any special Grant, for the Custom of the Manor warrants the Steward of the Manor for the Time being to grant it, and the Custom binds the King, his Heirs, and Successors; but though he may by the Law do this, yet his Duty is, before he makes any such Grant, to inform the Lord Treasurer of *England*, Chancellor and Barons of the *Exchequer*, or any of them, for his better Direction. 4 *Rep.* 30. *Harris and Foye.*

King's Au-
ditor not to
appoint
Stewards.

And in the same Case it was resolved, That the Auditor or King's Receiver had not Power to retain afterward to hold the King's Courts. And this Case is reported in *Cro. El.* 699. the King's Auditor and Surveyor for the County of N. appointed a Steward for one of the Manors, *ills vice*; he kept Courts, and granted Copyholds, &c. Their Appointment is not good, they have no Authority to appoint Stewards; the one being to take Accounts, and the other to survey Land, and the Grant is not good; they ought to have Letters Patents of the Office of Steward. Things of Necessity done by a reputed Steward, are good; and if they come in by Presentment from the Jury of Necessity, are good, as the Admittance of an Heir upon a Presentment or Admittance by a Surrender to an Use;

Use; but Acts voluntary, as a Grant of a Copyhold, &c. not good. *Ibid.*

If the Steward diminishes the ancient Rents and Services, it is a void Copy.

If a Lord command the Steward, that he shall not grant such Land by Copy, if he grant it, it is void.

Copyholders moved the Court, That the Steward might be ordered to bring in the Court-Rolls, to enable him to defend his Title, but the Court denied it. *Style* 128.

As to the Steward's Authority of assessing Fines, *vide post. Tit. Fines.*

Of Actions in a Court-Baron. Vide post.

Upon *Affidavit*, that the Debt was above 40*s.* and divided into several Actions in a Court-Baron, the Court awards a Prohibition and Attachment. *Pasch. 14 Car. 2. B. R.*

In Action upon the Case it was excepted Pledges. in Arrest of Judgment, that the Count is, That whereas in *Cur' Manerii de B.* the Plaintiff was Pledge for the Defendant, he was forced to pay, &c. which is ill, that being to be intended in a Court-Baron, where Pledge is not requisite; *sed non allocatur*, for it may be the King's Court, although it be the Court of the Manor, as *Southwork. 2.* It is said the Plaintiff became Pledge, *in placito debiti*, and so it may be only for Appearance; *sed Cur' contra*, for no Plea can be till after Appearance, and so it must be intended to pay the Condemnation. And altho' no Pledges be requirable, yet if in Fact it be required, and

and the Pledge suffer, he may thereby recover.
Pasch. 16 Car. 2. B. R. Nicoll. and Killigrew.

Condition (in Debt on Bond) to appear to an Action split in a Court-Baron, and answer the Costs and Condemnation by a Day ; the Defendant on *Oyer* pleaded, 23 *Hen. 6. c. 10.* that he was attached by his Goods by Process out of the Court, and detained till, by Procurement of the Bailiff, he entered into the said Bond to him. The Plaintiff demurs ; for this Process is only for Attachment of Goods, and not by Arrest of the Party, and so the Party is not in Danger of Imprisonment, and the Statute is made for the Safety of Mens Persons, not of their Goods. *Per Cur'*, The Clause that all other Bonds should be void, related only to the former Clause to such as are in Prison ; and yet they seemed that if Bond be given for fear of Arrest, it is void : And though this Bond is not entered into to the Bailiff, but unto the Plaintiff, yet such Bond is void at Common Law. The Plaint is for 39 *l.* in the Court of *Norton-Folgate*, and the Bailiff caused Bond of 40 *l.* to be made to the Plaintiff to appear and render the Defendant on Judgment, or pay the Condemnation : And *per Hyde Ch. J.* although the Bond be made void by Common or Statute Law, yet being on Record, if it appear void, as it does here for the Unreasonableness of the Sum extorted, the Court may vacate it, for the Distress there should be but small, and the Court ordered an Information to be brought against the Bailiff for this Extortion. *Pasch. 12 Car. 2. B. R. Randall and Keite.*

Of a *Levar' fac'* in a Court-Baron.

In Trespass for taking a Cow, the Defendant justifies by Process out of an Hundred Court, being *taliter processum*, without entering of Continuances; also there can be no Costs there upon Appearance, because the Person is not attached, but the Goods; also a *Levar' fac'* is no Process there, but a *Distingas*: But *per Cur'*, the constant Course in all Courts is: by *Levar' fac'*, and this is meant by the old Books by a *Distingas*; also by a *Distingas* the Party would have no Remedy, but only Issues be forfeited in the Hundred Courts. 2. The Judgment being given below of Matter within their Jurisdiction, it must be reversed by false Judgment. *Hill. 24 Car. 2. B. R. Do & Parmiter.*

Dolben, Steward of *Westminster*, gave Judgment there in Action on the Case, on Consideration that the Plaintiff sent and delivered an Horse to the Defendant, the Defendant promised to pay 5*l.* to the Plaintiff, which he had not done, *ad damnum* 40*s.* after Verdict, and 30*s.* Damages, *Witbens* excepted, that this was out of the Jurisdiction, being above 40*s.* and so it appeared on Record. *Crofts contra*, That the Plaintiff can have no more Damages than he counts of, which is but 40*s.* and therefore well enough; and for this Cause the Plaintiff had Judgment. *M. 28 Car. 2. B. R.*

If one pleads well that he hath a Manor, and shew it, he need no more to intitle himself to a Court-Baron. One Manor cannot have Two Courts-Barons.

Tenant

Of Courts-Baron.

Tenant at Will of a Manor cannot hold a Court-Baron.

Quo Warranto lies of a Court-Baron. *Cro. Jac. King versus Kapperton.*

I must make a good Title to the Manor, otherwise I cannot justify the Keeping of a Court-Baron.

A Man cannot be ousted of his Court-Baron, unless he be ousted of his Manor.

Stafferton pleads to the *Quo Warranto*, That Sir Henry Nevill was seised of an ancient Manor, of which Manor the Manors of *Newnham* and others are Parcel, and conveys to himself from Sir Henry Nevill Admittance to the Manor of *Newbenham*, and so of two others, *viz. Laker* and *Ayhworth*, by the Names of so many Acres and Shires ; that a Messuage and Seven Acres of Customary Lands, used to be demised, were to him conveyed by Sir Henry Nevill, *tenend^s secundum consuetud^m Manerii*. He pleads he ought to have said, That such a Manor had been used Time out of Mind to be granted by Copy ; and also, that Time out of Mind such Grantees or Donees had used also to hold such Court-Baron ; and so he ought to have prescribed in all these.

3 *Bulstr. 54. Stafferton's Case.*

Evi-

Evidence.

What shall be good Evidence to prove a Custom upon a Trial or a Surrender.

In *Kemp and Carter's Case*. 1 Leon. 55. 70. the Issue was, If the Lord of the Manor granted Lands in Question, *per Copiam Rotulorum curie Manerii predicti secundum consuetud. Manerii predicti*, it was given in Evidence, that the said Manors were divers Customary Lands, and that the Lord now of late at the Court of the said Manor granted the Land *per Copiam Rotulorum Curie*, where it was never granted by Copy before: *Per Cur'*, The Jury are bound to find *Dom' non concessit*, for notwithstanding *De facto Dom' concessit per Copiam Rotulorum Curie*, yet *Non concessit secundum consuetud' Manerii predicti*, for the said Land was not Customary, nor had the Custom taken hold of it.

Issue on Grants secundum consuetud. Manerii.

Wadsworth's Case, before Judge *Crawley* at York Assizes, was upon an Intail of a Copy hold within the Manor of *W.* and several ancient Intails shewed in Evidence in *W.* in *Ed. III's* Time, and Remainders limited over on such Intails and Plaints, in Nature of *Formedons* brought there for such Remainders and Recoveries thereupon, and several Issues after had taken their Admittance, as of Fee-Simple Lands, as Heirs in Fee; and for this Cause Purchasers look at the Copies, and seeing Fee-Simple in Admittances are secure, the Estate is so, and apply their Assurances accordingly: The Jury found for the Plaintiff against

Intails secured to be cut off.

against this Intail, and it shall be presumed that the Intail was cut off some Way or other, when many Admittances since have been in Fee-Simple.

The Custom of a Manor is, That the Wife shall have it during her Life, and upon Evidence it appears that she shall have it *durante Viduitate*; this Evidence doth not maintain the Custom. 4 Rep. i. 30.

Issue on the Time of the Surrender, and the Court holds.

If the Parties be at Issue on the Time of the Surrender made, or the Court holden, the same shall not be tried by the Rolls of the Manor, but by the Country; and the Party may give in Evidence the Truth of the Matter, and shall not be bound by this Misentry of Time upon the Rolls; for this Entry is not Matter of Record. 1 Leon. 180. *Burgefs* and *Foster, ante*.

The Issue was, Whether Fines, called *Gresham* Fines, (*ab ingressu*) are due to the Lord till full Age? Evidence for the Defendant was, That other Manors adjoining had the same Custom not to pay till full Age, and allowed. 3 Keb. *Champion's Case*.

By Rolls: If Copy of Court-Rolls are produced to prove a Customary Estate, the Enjoyment of such Estate must also be proved, otherwise the Proof is not good. *Stile* 450. *Pilkington* and *Bugshawe's Case*.

A Copy of a Lease which the Lord had in his Hands, whereby the Tenant had Power to make Leases, no good Evidence without swearing it a true Copy; also the Finding by special Verdict or Admission on former Pleading, is good Evidence, unless the contrary appear. 1 Keb. 720. *Lee* and *Boothby*.

A Copy of the Roll under the Steward's Hand, who was Counsel for the Lord as Plaintiff, was admitted good for the Copyholder; but *contra* of short Notes by Way of Breviate. 1 *Keb.* 720. *Lee and Boothby.*

A Copyholder moved the Court, that the Steward might be ordered to bring in the Court-Rolls to enable him to defend his Title, but the Court denied it. *Stile* 128.

The Steward, though he had a Fee for the Admittance, may be a Witness. 3 *Keble. Champion's Case.*

To prove a Custom that a Copyholder may cut Trees, a Copyholder that had not but a Kettle may be a Witness. 2 *Sid.* p. 7.

The Lord may be admitted to give Evidence for the Lessee or Copyholder, tho' the Court would have spared him, had there been other. 1 *Keb.* 15. *Gerard and Lister.*

Proof of the Plaintiff to be Tenant of the Manor, was by Court-Leet Books, by the Presentment of the Homage, and not *per Juratores*, of any certain Place; and so it was supplied by Witness, and this was in case of Fishing.

By Consent, the Jury had a Copy of Court-Roll given by the Plaintiff in Evidence. 1 *Keb.* 22.

In Ejectment, the Defendant pleaded Surrender of a Copyhold by the Hands of F. then Steward of the Manor. Issue was joined *absq; hoc*, that he was Steward: *Per Curiam*, This is no Issue, for the Traverse ought to be general, that he did not surrender; for if he were not Steward, the Surrender is void. *Cr. El.* 160. *Wood and Butts.*

H

Where

Issue on
Surrender,
where to be
tried.

Where Issue is taken upon a Surrender, it shall be tried where it was alledged to be done, and not where the Manor is, of which the Copyhold is holden. *Cr. El.* 160. *Food and Butts.*

The Issue was, Whether a Copyholder in one Town had Common in Land lying in another Town—Exception was to the Trial, because the *Venire* was not of both Vills, *1 Brownl.* 41.

Proclamations which call the Heir to be admitted, must be proved *viva voce*.

Of Distresses.

In a Court-Baron, a Distress is not but in the Nature of a Pledge to be safely kept; and in a Court-Baron it must be Distress *Infinite* on Attachment, therefore they are not forfeited for Non-appearance. *Yelv.* 194.

Distress is a Thing taken and distrained upon any Land for Rent Arrear, Debt, or other Duty, as Customs, Services, &c. or for Tort or Damage-feasant.

Note; Distress is inseparably incident to every Service, for Service cannot be seek'd. *1 Inst.* 150, 151. and is of Two Kinds, *viz.*

Kinds.

Finite, Which is limited by the Law as oft as it shall be made to draw the Party to Trial.

Infinite, Is without Limitation until the Party comes, as against a Jury who refuse to appear upon Certificate of Affize.

Grand Distress.

Grand Distress, which is made of the Tenant's Goods and Chattels that the Party had within the County. This lies in Two Cases; *1st.* Where

1st. Where the Tenant or Defendant is attached, and so return'd, and appears not, but makes Default.

2^{dly}. Or when the Defendant had once appeared, and after makes Default. 2 *Inst.* 254.

Note ; Distress in a Court-Baron must be made by a Bailiff *Juratus*, &c. 1 *Roll. Rep.* 338.

What Things are distrainable.

1. *For Rent, &c.*

There must be a valuable Property of it in some Body, therefore Beasts *feræ naturæ* are not distrainable.

Things privileged *pro tempore* are not distrainable, as an Horse when a Man is riding, or an Axe in a Man's Hand. 1 *Inst.* 47.

Things which are for the Benefit and Maintenance of Trades are not distrainable, as Horse in a Smith's Shop for Rent of the Shop ; Garment in a Taylor's Shop, Meal in a Mill or Market, Goods in a Common Inn. These are brought for a special Intent. 1 *Roll. Abr.* 668. *Cr. El.* 549, any Thing distrained for Damage-feasant cannot be distrained for Rent, for it is in the Custody of the Law.

Nothing shall be distrained for Rent, which cannot be rendred in as good Plight as it was at the Time of the Distress taken, as Sheaves of Corn, but Carts of Corn may, and Sheaves may be distrained Damage-feasant. 1 *Inst.*

47. *a.* But now see the Statute 2 *W. & M. c.*

Of Courts-Baron.

5. That Sheaves of Corn, &c. may be distrained for Rent. *Vide the Stat. infra.*

Averia carucae, not to be distrained.



2. For Damage-feasant.

Sheaves of Corn may be distrained Damage-feasant.

Money cannot be distrained, unless it be in a Bag.

For Knight Fees of Parliament, the Horse of any Man shall be distrained through the whole Village. 11 H. 4.

Fishes in a Pond cannot be distrained.

A Hive of Bees may be distrained. *Nat. Br. 80. D.*

A Barge was distrained by Prescription. *Dyer 117. pl. 23.*

A Man may not distrain Hay in a Barn for Services, for that it cannot be known again to have Deliverance in Replevin. 1 Roll. 667. *Cooper and Pollard*: But this is now altered by the said Statute 2 W. & M. cap. 5.

For Rent.

If a Man lease Tithes, rendring Rent, when the Tithes are severed, he may not distrain the Tithes for Rent. 1 Roll. 667.

In Distress for Rent upon a Lease for Years, the Cattle of a Stranger may be distrained, if they were Levant and Couchant. 1 Inst. 47.

A Man seised of a Rent-Charge or Service for Life or in Fee, and grants this Rent or Service to another and Heirs, and the Tenants attorn, such Grantor is without Remedy for the Rent Arrear before his Grant. 4 Rep. 49. *Ognel's Case.*

Demand

**Demand for the Rent is not necessary ;
for the Distress is a Demand.**

*Note ; For Rent-Charge, or Rent-Service, a
Man shall not distrain in the Night, other-
wise of Damage-feasant. 4 Rep. 66.*

**After the Term ended, no Distress could
be taken before the Stat. 8 *Anna cap. 17. Sect.*
6. which see *infra*.**

**Lessee for Twenty Years makes a Lease for
Ten Years reserving Rent ; Arrears incur,
Lessee for Twenty Years dies ; his Executors
shall distrain for the Arrears ; for the Arrears
were never severed from the Reversion, and
it is not like the Case where the Reversion
descends to the Heir, and the Arrears go to
the Executor. 1 Roll. 672. *Wade and Marsh.***

**Avowry for Rent-Charge at *Michaelmas*,
shall not estop the same Party to distrain for
Arrears of the same Rent due before ; other-
wise of Acquittance. *Sid. M. 13 Car. 2. B.*
*R. Palmer and Stabook.***

**If one comes to distrain for Rent-Service,
and the Tenant perceiving this, chaseth the
Beasts out, the Lord may pursue them within
the View, and take them in whose Lands
soever they are. *Pl. 37, 38.***

**Distress for Rent may be taken in a House
if the Door be open, otherwise not.**

**A Man cannot distrain for Rent-Service,
but in the Land out of which the Rent issues.
1 Roll. Abr. 671.**

**A Man may distrain for the Rent of an
House, through the Doors or Windows. 1
Roll. 671.**

If a Man let an Advowson for Life, rendering Rent, the Lessor cannot distrain for that on the Glebe. 11 H. 6. 5.

If Rent-Service issue out of Land which is in divers Counties, he may distrain for all in one County. *Id. Ibid.*

Distress taken upon the Possession of the King, is not lawful. 1 Leon. 191.

None shall draw any Distress out of the County where he hath taken it. 2 Inst. 106.

For Services.

The Lord may distrain for *Heriot-Service*. *Vide Heriots infra.*

No Distress can be taken for any Services that are not put into Certainty, nor can be reduced to any Certainty. 1 Inst. 96. a.

Tenant in Dower shall not be distrained to do Suit for the Land which she holdeth in Dower. N. Br. 390.

None shall distrain any to come to his Court, but such as shall be within the Fee. M.C. 104.

For Relief.

The Lord may distrain for Relief, but his Executors shall have Debt. 1 Rol. Ab. 665.

For Fines and Amerciaments.

A Man may distrain for Fines and Amerciaments which are assessed in a Leet, but not in a Court-Baron without Prescription, and may always take the Goods of him who is so amerced, in whose Soil soever they are within the Jurisdiction of the Court. 1 Roll. Ab. 666. Cr. El. 792.

For Amerciament in a Leet for Offences done out of Court, Distress lies, and for Offences within the Court, as Fines for Contempt, &c. *Gresslye's Case.*

The Lord may take a Distress for an Amerciament in a Leet in his own Land, and he

he may take a Distress for it in the High Street ; but a Distress may not be taken of Goods in Lands in the Hands of the King. 1 Roll. 670.

The Lord may be distrained if he refuse to hold his Court to do Execution upon an *accedas ad Curiam*. F. N. B. 44. E. For other Things.

If the Lord distrains where nothing is in Arrear, the Tenant shall not have Trespass, *Vi & Armis* ; but if the Lord command his Bailiff or Servant in such Case to distrain, the Tenant shall have Trespass. 9 Rep. 76. b. See *vide Stat. 2 W. & M. c. 5. Sect. 4. infra.*

If a Man ride over my Corn, I may not take the Horse Damage-feasant. 1 Roll. 664. Damage-feasant.

If Cattle be stolen, and put into my Ground, I may take them Damage-feasant. *Stile* 66.

Cattle that stray for Default of Enclosures, cannot be distrained. *Dyer* 372.

A Commoner may justify the Taking the Beasts of a Stranger Damage-feasant upon the Land. 1 Rol. Ab. 665.

If a Man avow the Taking of Damage-feasant in a Common where he had Common, he ought to shew that he hath Common for his Cattle *Levant and Couchant*. *Stile* 428. *Bromy and Moree.*

If the Tenant Chase the Beast, the Lord may pursue for Rent, but not for Damage-feasant. *Pls.* 37. For the Beasts must be Damage-feasant at the Time of the Distress, otherwise the Owner may rescue them. 9 Rep. 66. a.

The Beasts of a Stranger may be distrained for Rent or Damage-feasant, but they must be *Levant and Couchant*. 1 Rol. Ab. 668, 669.

Parlons, Women, Tenants in ancient Demesne, not distrainable to come to Leet or Sheriff's Turn.

A Distress may be good *ratione concessionis*, not *possessionis*; as a Man seised in Fee makes a Lease for Life, and after grants a Rent-charge. If the Grantor's Cattle come on the the Ground, I may distrain them, though I cannot distrain the Tenant in Possession. 1 *Brownl.* 32.

Excessive
Distress.

Forty Sheep are distrained for 2 *d.* it is excessive; but if a Man take Five Horses joined in a Cart for 3 *d.* Rent, this is not excessive for the Intirety. 1 *Roll. Ab* 674.

No Distress for Homage shall be said excessive; so for Fealty; so for the Expences of a Knight of Parliament. 4. *Rep.* 86.

If the Lord often distrain, so that the Tenant cannot manure his Land, he shall have Affize of *Sevent Distress*, or make Rescous. *Rep.* 116, 8 *Rep.* 90. *a.*

Tortious
Distress.

If one eloin my Goods that are not distrainable by Law, Action of Trespass lies, or Action on the Case. 4. *Rep.* 74. 8 *Rep.* 11. 6. so Trover lies. *Yel.* 194.

If Distress be abused, Trespass lies, 1 *Anderson* 65. or Action on the Case.

Of Impounding, and how a Distress shall be demeaned.

He that distrains any Thing that hath Life, must impound it in a lawful Pound; and that is either Overt, as the Pinfold, and then the Cattle must be sustained at the Peril of the the Owner; or Covert, in some Part of his
House,

House, and then he that distrained them must sustain them. 1 *Roll* 673.

They must be impounded within Three Miles in the same County.

But if a Man distrain dead Goods which may take Damage by Wet or Weather, he ought to impound them in an House or other Pound-Covert; for if he impound them in a Pound-Overt, he ought to answer for them.

If a Man take a Cow for a Distress, he may not milk her.

If the Lord that distrains for Rent, or the Owner for Damage-feasant, labour and kill the Distress, Action of Trespas lies. *Cr. Jac.* 148. 8 *Rep.* 146. *b. Carpenter's Case.*

If Beasts die in a Common Pound, this is at the Peril of the Owner, and then a new Distress may be taken for the first Cause; *aliter* of a private Pound, tho' the Door or Gate be left open. *Dyer* 280. *Herb.* 75.

Hides raw distrained ought not to be tanned. *Cr. El.* 783. *Duncomb's Case.*

In some Cases, a Man may use a Distress where it is for the Owner's Benefit, as scower Armour, full raw Cloth, &c. *Cr. El.* 783. *Duncomb's Case.*

If the Owner break the Pound, and take away his Goods, the Party distraining may have a Writ *de Parco fracto*, and he may also take the Goods that were distrained wherever he finds them, and impound them again; so if a Stranger take them out. 1 *Inst.* 47.

If a Man distrain Beasts without a Cause, and puts them in a Pound-Overt, it is not lawful for the Owner to break the Pound.
1 *Anderson* 31. If

Of Courts-Baron.

If a Man distrain Cattle Damage-feasant, and put them in the Pound, and the Owner, who had Common there, makes fresh Suit, and found the Door unlocked, he may take them, and justify in *Parco fracto*. 1 *Inst.* 47. 6.

Rescous in } Deed,
 } and
 } Law.

If Distress be taken of Goods without a Cause, the Owner may make Rescous; but if they be once impounded, he cannot break the Pound. 1 *Inst.* 47. 6.

As the Beasts are going to the Pound, they enter into the Owner's House, and he withholds, then it is a Rescous. *Ter. Ley tit.* — If Rescous be made to the Servant, yet the Master shall have the Writ. *N. B.* 101.

And Rescous is not made but where he had Possession of the Beasts, or of the Goods, which are rescoused from him; for if one comes to attach a Man, or to distrain, and is disturbed in doing it, he shall not have a Writ of Rescous, but Action on the Case. *N. B.* 102. *B.*

If a Stranger's Beasts be distrained, he may make Rescous.

If the Tenant tender the Rent to the Lord when he is to take the Distress, if notwithstanding the Lord will distrain, the Tenant may make Rescous. 1 *Inst.* 161. *a.*

If the Lord distrain in the Highway, the Tenant may make Rescous.

If the Lord will distrain *Averia caruca*, where there is sufficient belides, or if the Lord

Lord distrain any Thing that is not distrainable, either by Common Law or Statute Law, Tenant may make Rescous. *1 Inst.* 161.

One distrains the Beasts of *J. S.* and a Commoner, the Commoner rescous to sever his own Sheep, it is lawful, but drive them away he may not. *1 Roll. Rep.* 163.

If nothing be in Arrear, and the Lord distrains, the Tenant may make Rescous; or if he be so often distrained that he cannot manure his Land, he may have Assize, or make Rescous; but he may not have Action of Trespass *Vi & Armis* against his Lord. *4 Rep.* 11. 6. in *Bevill's Case*.

A. distrains and impounds, and the Owner takes them out, *A.* may take them again in any Place.

The Lord may sell a Distress taken for a ^{Sale of Distresses.} Fine. *Noy* 17.

If a Man sell the Distress which he took and impounded, and buys it again, and impounds it, yet the Vendition is not excused. *Dyer* 36.

Distress taken in a Court-Leet shall be sold. *3 H.* 7. 4.

Plaintiff in Replevin pleaded that he offered Amends, and doth not shew that he offered it before the Impounding the Cattle; ill Plea. ^{Tender of Amends, &c.} *1 Brownl.* 173. *Roberts and Young*.

Offer of Amends cannot be made to the Bailiff, or him that maketh Cognizance, nor to the Servant. *Cr. El. A. H.* 813. *Pilkington* against *Hastings*. *5 Rep.* 76.

Before the Distress taken the Tenant may tender the Arrears upon the Land, and if after

rer a Distress taken, it is wrongful; if he tender the Arrears before the Impounding, the Detainer is unlawful: So it is in Case of Damage-feasant. But Tender of sufficient Amends in Trespass, before the Action brought, is no Bar, because he that tendered the Amends is not Owner of the Goods, as in the other Case. 8 Rep. 147. 5 Rep. 76.

Vide Noy 23. A Distress judged to be tortious by Tender at the same Time that the Distress was made.

In *Pilkington and Hastings's Case*, the Plaintiff saith he tendered 2 s. which was sufficient Amends for the Damage, which the Defendant refused to accept; and he need not shew to the Court what the Damages were, for having averred that the 2 s. tendered was sufficient for the Damages, it is enough *Cro. El. p. 811.*

Of a Replevin.

It is a Writ that lieth where any Man distrains another for Rent or other Thing: Then he that is so distrained upon shall have this Writ to the Sheriff, (called *Replegiari facias*) to deliver to him the Distress, and shall find Sureties to pursue this Action; and if he pursue it not, or it be found and adjudged against him, then he that took the Distress shall have again the Distress, and that is called, *The Return of the Beasts*; and in such a Case lies the Writ *de Retorno habendo*. It's derived of the Word [*Replegiare*], to deliver

deliver to the Owner upon Pledges or Sureties.

Goods may be replevied Two Ways:

1st. By Writ *Ut prius* at Common Law.

2^{dly}. By Plaint in the Sheriff's Court by Statute Law, viz. Stat. Marlbr. 52. H. 3. c. 21.

Note; The Plaintiff must have the Property of the Goods in him at the Time of the Taking. (*Vide Proprietate Probanda.*) *Post*.

Note; The Count or Declaration in Replevin ought to be certain in setting forth the Number and Kinds of the Cattle distrained; otherwise the Sheriff cannot tell how to make the Deliverance of the Cattle. If it be for *Oves Matrices*, the Sheriff cannot deliver Weathers; if it be black Horses, he cannot deliver white; but is subject to Action on the Case. His Delivery must be according to the Writ. *Allen, p. 33. Moor and Glipsam.*

1. Replevin by Writ.

This Writ is a Vicountiel, and in Nature of a *Justicies*, in which the Sheriff shall hold Plea to any Value, and is not retournable.

2 *Inst.* 139, 140.

When more than one live Beast is distrained, then the Writ is said, *Replegiari faceret B. averia sua*: When one is taken, then it is said, *Replegiari faceret B. quoddam jumentum*, or *Bovem suum*: And when more dead Cattle than one are distrained, then the Writ is, *Quod Replegiari faceret bona & catalla sua.* *Doct. Plit.*

Pona.

And if this be before the Sheriff by Writ, it may be removed into the King's Bench or Common Pleas by *Pone*, by the Plaintiff without Cause, and by the Defendant with Cause, put in the Writ; but. if it be by Plaintiff, it may be removed, by *Recordare* by the Plaintiff without Cause, and by the Defendant with Cause. *Doct. Plit.* 314. N. B. 69. 20.

If Replevin be sued by Writ, and the Sheriff return that the Cattle are not to be found, then a *Witbernam* shall be awarded against the Defendant; and if a *Nibil* be returned, then an *Alias & pluries Witbernam*, and thereupon an *Exigent*; and if he do at the Return of the *Exigent* find Pledges to make Deliverance, *viz.* Gage-Deliverance, and then the Plaintiff shall declare upon an *Uncore detent*, and go to Trial on the Right of the Cause of Distress; and if it be found for the Plaintiff, he shall recover his Costs and Damages, and if for the Defendant, he shall have a *Retorno habendo*: But if upon the Premises the Defendant appear, then *Witbernam* lies, but he shall have Gage-Deliverance, or be committed, and the Plaintiff shall count on *Uncore detent*; and if found for the Plaintiff, if the Goods be not delivered, he shall recover the Value, and Costs and Damages; if for the Defendant, Costs and Damages, and a *Retorno habendo*. 1 *Brownl.* 168.

2. Replevin by Plaint.

By Statute *Marlbridge, c. 21.* the Sheriff upon Plaint made without Writ, may either by Parol or Precept command his Bailiff to deliver them, *i. e.* to make Replevy of them; and Sheriff may take a Plaint out of the County-Courts, and make Relewin presently.
2 *Inst.* 139, 140.

When the Distress is taken and impounded *infra Libertates* that hath Return of Writs, the Sheriff must make a Writ to the Bailiff of the Liberty to make Deliverance; and if he does not, the Sheriff may enter and do it.

If the Distress be taken *extra Libertates*, and impounded within, the Sheriff upon Plaint made may presently enter, and make Deliverance. 2 *Inst.* 105, 194.

If they are impounded in a Castle or House, the Sheriff may break it, and make Replevin: The Sheriff cannot return, he was resisted, for he may take a *Posse Comitatus*. *Id. ibid.*

Process in Replevin.

When any Cattle, Goods, &c. are distrained for Rent, Damage-feasant, &c. the Owner of the Cattle, &c. must go to the County-Clerk (or some Deputies in the County for granting out Replevins) for a Replevy, to be directed to the Bailiffs to replevy them; and the Parties must be bound in an Obligation to the Sheriff

Sheriff to prosecute his Action against him or them that did take the Cattle, and to make Return of the same Cattle to the Distrainer. If he by Justification or Avowry do recover; and if he pursue it not, or if it be found or adjudged against him, then he that took the Distress shall have again the Distress, and that is called the Return of the Beasts, and he shall have a Writ from above, *De returno habendo*. In such Case, if the Goods cannot be taken by the first Replevy, then issues forth an *Alias*, and then a *Pluries*, then a *Toties*, and then a *Witbernem*, (if the Sheriff return that he cannot replevy the Cattle, because they are eloined, and he cannot have the Veiw of them) for the Sheriff must make Enquiry of the Return; and if so, then he must make a Precept to the Bailiff in *Witbernem*, i. e. to take as many other Cattle; and he may have an *Alias*, and a *Pluries Witbernem*, and so in Infinite, but hath no other Remedy in the County.

This Replevy may be returned out of the County into the Common Pleas by a Writ of *Recordare*.

If the Taker of the Cattle justify the Taking, as in his Freehold, then the County-Court can proceed no further therein, but the Cause must be removed by a Writ out of Chancery, *Recordare facias loquelam*, directed to the Sheriff, returnable the next Term following; and at the Day of the Return, the Plaintiff in the Relevin must declare against the Taker of the Cattle, or else he will have a *Retorno habendo*, and put

put him to sue forth a second Deliverance, which is a great Disadvantage to the Plaintiff.

In a Replevin the Plaintiff cannot discontinue his Suit without the Privy of the Court, for the Entry is *Recordatur per Curiam*.

Pledges de { *Prosequendo*,
 &
 Retornando.

The Sheriff ought to take two Kinds of Pledge; the one by the Common Law, and they are *Plegii de Prosequendo*; and the other by the Statute *W. 2. c. 2.* and they are *Plegii de Retornando*; and if the Sheriff return insufficient Pledges, he shall answer according to the Act *W. 2. c. 2.* The Pledges must be as well sufficient in Estate as in Law, (as not within Age, Women covert, Persons outlawed, &c.) The Remedy which the Sheriff has against the Pledges, is said to be a *Scire fac'*, in which they shall be compelled to plead a Thing in Discharge, or to tender the Value of the Beasts; but for them to say that they were not Pledges, they shall not do it, for this is contrary to the Return of the Sheriff.

If the Sheriff shall take 100 l. or any other Thing, in or for a Pledge of the Return, this is not good; so of Pledges *de Prosequendo*. But yet at this Day, the Sheriff or the Bailiff's Name do use to take a Bond of the Party too, at the Time when the Replevy is granted,

ed, for the Prosecuting of Suit, and also to make Return, &c.

The Sheriff's Return.

This Day upon the Writ *de Retorno habendo*; if the Sheriff return, *q. d. Averia elongata sunt*, a *Witberniam* shall issue, &c. and if the Sheriff return *Nihil habet*, then shall issue out three *Capias*'s, and one *Exigent*.

The Sheriff's Deputies.

By Statute 1 & 2 P. & M. c. 12. Every Sheriff shall appoint and depute four Deputies at least in his County, to make Replevy and Deliverance of such Distress on such Manner as the Sheriff ought to do; and also the Sheriff may hold Plea thereof, and determine the same in the County-Court; But then the Sheriff is to give a Day unto both Parties until the next County-Court, at which Day the Plaintiff may be essoined if his Plaint be enter'd; but if he make Default, then the Defendant may demand Judgment of the Nonsuit, and shall have Return of the Distress, and the Plaintiff and his Pledges shall be in *Misericordia*; but the Defendant may not be essoined at the first Day, for if he make Default, then the Distress shall be awarded to the Plaintiff; but if the Plaintiff and Defendant both appear the first Day *per* Attorney, or in Person, then the Plaintiff ought to put in his Declaration.

If the Return of Pledges be by Writ, then if the Plaintiff be nonsuited, &c. and upon the *Retorno habendo* the Sheriff returns *Averia elongata*, &c. the Plaintiff may have a Writ to have Return of the Beasts of Pledges; but if the Deliverance were by Plaint, the Plaintiff can have no such Writ; and if upon

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upon the Writ, to have Return of the Beasts of the Pledges, the Sheriff returns *Nihil*, the Plaintiff may have a *Scire fac'* against the Sheriff, *q. d. Reddit & tot averia, & tot calla.*

In Replevin, the Taking of the Beast was alledged to be in *Quibusdam Locis vocat' D. & equa: Per Car'*, it is not good; for all the Beasts cannot be taken in several Places. *Lit. Rep. 37.*

*Of what Things a Man shall have a Replevin,
and who shall have it.*

One who had but a special Property shall have a Replevin, as when Goods are pledg'd to him, or taken by him, to compester his Land. *1 Inst. 145. b.*

A Replevin lies of such Things of which a Man hath a qualify'd Property, as in Things *feræ naturæ*, which are made tame; as of an Hawk, *foret examen apium habent animi animum revertendi.* *2 Rol. Ab. 430.*

Of Wood within a Forest.
Of a Barge.
Of a Mastiff.
Of Grain in a Waggon.
Of Yarn.

But not of Deeds and Chattels concerning Land. *1 Brownl. 168.*

If the Cattle of a Feme sole be taken, and afterwards she marry an Husband, the Husband alone may have Replevin.

Of Courts-Baron.

If the Beasts of divers several Men be taken, they cannot join in a Replevin, but every one must have a several Replevin. 1 *Inst.* 145. 6, 4.

If the Beasts of another Man are manuring my Land, and agisting my Land, *Levant* and *Couchant*, and are taken by an Estranger, I shall have a Replevin. 2. *Roll. Abr.* 430.

Administration shall have Replevin *de bonis Testatoris. Lib. Int.* 430.

Executors shall have it for Goods taken in the Testator's Time, and for Goods that were the Testator's. Before *Probate*, Replevin affirms Property, and the Executor shall well have it. *Sid.* 81. *Arundel and Trovill.*

Jointenants, and Tenants in Common shall join in Replevin; but if two others join, the Writ shall abate.

He that hath not Property general, special, or qualify'd, shall not have Replevin: But an *Agistee manuree Bailee* shall have it. See further of these Matters in my Treatise of Replevins.

Withernam.

Withernam, *what it is, and what Cases awarded.*

It is not *Vetitum Namium*, but *Iteratum Namium*, or *Iterum captio*, from the Saxon or German *Wedernaam*; and lies when the Sheriff upon Replevy cannot make Delivery to the Party distrained; then this Writ is directed to him for the Taking as many of the other's Goods or Beasts into his Keeping, until he hath made Deliverance of the first Distress.

If

If the Sheriff return *Fugavit* in another County, or that the Bailiff of the Liberty returns *Elongata*, or that he cannot have the View; in these Cases *Withernam* shall be awarded. 1 Rep. 146. *Mayow's Case*.

The Plaintiff may be nonsuited after *Withernam*, and the Beasts returned. *Dyer* 189.

In Replevin the Defendant claims Property, and upon this issues a *Proprietate probanda*; and the Sheriff returns that the Property is to the Plaintiff, and that the Defendant had eloined the Beasts; *Withernam* shall be awarded. 2 Roll. Abr. 415.

The Writ of *Withernam* ought to rehearse the Return of the Sheriff.

If Cows or Horses be delivered in *Withernam*, he may milk the Cows, or reasonably work the Horses. 1 Leon. 220.

In Replevin the Defendant avowed for Damage-feasant, and Issue found for the Avowant, and Damages assessed, and now issues a *Retorno habendo*: The Sheriff returns *Averia elongata*; *Withernam* was awarded; the Plaintiff came and tendered the Damages in Court, and submitted to pay 3 s. 4 d. as a Fine for Contempt, and the *Withernam* was stayed. 2 Leon. 174.

Cattle taken in *Withernam* are not replevisable; but upon Satisfaction of the Damages, he shall have a Writ of Restitution of the Cattle, and for the Food he had the Occupation of Cattle. Cro. Eliz. 162. *Austy and Johnson*.

Second Deliverance.

At Common Law a Man might have been nonsuited in Replevin, and had new ones in *Infinitum*; but *W. 2. c. 2.* doth restrain the Plaintiff from having more Replevins after Nonsuit, but gives the Writ of *Second Deliverance. 2 Inst. 340.*

At this Day, if the Writ abate by Plea or Confession, there shall be another Replevin; but if Judgment be given against the Plaintiff upon Demurrer or Verdict, then there shall be no *Second Deliverance*, for this Act only meddles in Cases of Nonsuit. *2 Inst. 340. 3 Leon. 49.*

The Writ of *Secunda Deliberations*, given by *W. 2. c. 2.* is a Writ judicial, issuing out of the former Record of the Replevin, wherein the Nonsuit was. *2 Inst. 341.*

This Writ is a *Supersedeas* in Law to the Sheriff, that he make no Return to the Defendant upon the former Nonsuit; it is to no other Purpose than to revive the former Plaint. *Dyer 41.*

If he be nonsuited in a *Second Deliverance*, he shall not have another Writ.

Regularly this judicial Writ shall not vary from the Record, it ought to agree with the Replevin in Time, Place, and Number.

If after Nonsuit the Sheriff return *Averia elongata*, and the Defendant upon the *Witbernam* hath other Beasts delivered, yet the Plaintiff must have his *Second Deliverance* of the first Beasts. *2 Roll. Abr. 435.*

Proprietate

Proprietate Probanda.

Where the Defendant, when the Sheriff comes to replevy, claims Property, the Sheriff cannot proceed; for it is a Rule in Law, that Property ought to be tried by Writ: Therefore in that Case, where the Trial is by Plaintiff, the Plaintiff may have a Writ *de Proprietate probanda*, directed to the Sheriff to try the Property; and if found for the Plaintiff, the Sheriff to make Deliverance; if for the Defendant, then he can no further proceed: Yet the Plaintiff in such Case may have a Writ of Replevin to the Sheriff, and if he return a Claim of Property, it shall proceed in the Common Pleas, where the Property shall be put in Issue, and finally tried. *1 Inst. 248. 1 Brownl. 167.* This Writ must issue out of Chancery. *Quare Inst. Leg. 446.*

If the Defendant in Replevin in Court claims the Property, and it be found against him, the Plaintiff shall recover the Value of the Cattle and Damages. *1 Brownl. 168.*

If the Defendant plead in Abatement of the Writ, that the Property is in the Plaintiff and another, and the Plaintiff confess it, by which the Writ shall abate by Award upon the Roll, and a *Rotorno habendo* be accorded to the Defendant, yet the Plaintiff shall have a new Replevin. *1 Brownl. 168.*

In Replevy it's a good Plea to say, That the Property is to the Plaintiff and a Stranger, and where there is Two Plaintiffs, that the Property is in one of them. *1 Inst. 145. b.*

If the Defendant in Replevin claims Property falsely, and it is so found in *Proprietate probanda*,

probanda, he shall be fined and imprisoned.
8 Rep. 60. *Beecher's Case*.

So it is in *Mr. Dalton*. If the Party that took the Goods claim Property in them in the County-Court, then the Power of the Sheriff determineth, so as he may not replevy or deliver the same; whether it were by Plaint or Writ: Not that the Servant may not claim Property for his Master, and a Stranger may not claim Property; but one Defendant may claim Property upon Replevin directed to the Sheriff: If the Defendant claimeth Property, the Sheriff must not make Deliverance, but return, *Quod Defendant Clamavit averia, &c. esse sua*. And then upon the Writ *De Proprietate probanda*, the Sheriff in his County-Court, and before the Coroners shall impanel a Jury to enquire of the Property, (*scilicet*) to whom the Property at the Time of the Taking was, and if the Property be found in the Defendant, the Plaintiff shall be amerced by the Sheriff; and if it be found that the Defendant had nothing in the Cattle or the Goods, then he shall yield Damages to the Plaintiff, and shall also by the Justices be committed to Prison, there to remain until he hath paid a Fine to the King, and the Sheriff may presently attach the Defendant.

In Trespass against the Defendant, he justifieth as Bailiff by Precept of the Steward of *Halifax*; in Replevin the Plaintiff claimed Property, *super quo* a Writ went to the Sheriff to enquire of the Value which is found, and *Lib. super. quo Preceptum est* to the Bailiff to distrain; to which the Plaintiff demurred, because without Writ *de Proprietate*; all is *Coram*

non iudice, and of this the Bailiff should have taken Notice at his Peril. 1 Cr. 394. which the Court agreed. 2. Here is no Judgment at all but a Writ to enquire, which extends not to inferior Courts by a late Statute 17 Car. 2. c. 7. which the Court agreed, for they must take a *Witbernarn* on *Averia elongata* returned, and a *Retorno habendo* awarded. Judgment *pro Quer.* 2 Keb. 550. *Witbley* and *Buttomley*.

Note, That in a *proprietas probanda*, the Jury are not to enquire, but only to or in whom the Property was at the Time of the Taking: And in such Case the very Title of the Cattle or Goods shall be tried, and given in Evidence before the Sheriff. This Writ of *Proprietas probanda* shall not be granted, but where the Replevin is sued by Writ.

As for the Form of the Precept from the Sheriff to the Bailiff to take Beasts of the Defendant in *Witbernarn*, it must be in Writing.

Gage Deliverance.

Is where one sueth a Replevin, but hath not the Delivery of the Goods, and the other avoweth, and the Plaintiff sheweth that the Defendant is yet possess'd of the Goods, &c. and prayeth that the Defendant may *gage Deliverance*; then he shall put in Sureties and Pledges for the Deliverance, and a Writ shall go forth to the Sheriff to re-deliver them.

If the Defendant appear upon the *Pluries Witbernarn*, he shall *gage Deliverance.* 2 Brownl. 168.

If

If the Defendant after an Avowry will not *gage Deliverance*, he shall be imprisoned for the Contempt. *Id. ibid.*

If the Defendant pleads *Locus in quo, &c.* is *Liberum tenementum*, and justify as his Freehold, then the County-Court can proceed no further.

If the Defendant pleads *Locus in quo, &c.* is ancient Demesne, and avows the Taking there, he shall *gage Deliverance*. 2 Roll. 431.

If the Defendant pleads a Recovery in an inferior Court, and that these Goods were delivered to him in Execution, he shall not *gage Deliverance*, because he hath claimed Property by this.

In Replevin, if the Defendant claim Property, the Plaintiff shall *gage Deliverance* of the Beasts of the Defendant that he had in *Withernam*. Dyer 189.

Deliverance shall not be gaged before Avowry.

Recaption.

A Man distrained for Rent or Services, &c. and after hanging the Plea either before the Sheriff or in B. C. if he that distrained distrains again for the same Rent and Service and for the same Cause, he which is so distrained shall have this Writ, and it shall be *contra pacem*, but not *Vi & Armis*. 9 Rep. 50.

In Recaption, the Defendant shall not make Avowry as he shall do in Replevin, but justify the Taking, &c. as he shall in Trespass;

pass; for the Plaintiff shall recover Damages only in the Recaption for the Contempt, and not for the Taking or Detaining of the Beasts. *N. B. 72. b.*

If a Man be convicted in a Writ of Recaption before the Sheriff, he shall be amerced, and render Damages for the Contempt; but if it be before Justices, he shall be fined, and render Damages. *N. B. 73.*

Where the Replevy is by Plaint, and the Defendant pleads, *Locus in quo, &c.* is *Liberum tenementum*, then it may be removed out of the County into the Common Pleas by a *Recordare*, and the Sheriff is hereupon to summon the other Party to be in *B. C.* at a Day certain, and of all this he is to make a Certificate under his own Seal, and the Seals of Four Suitors of the same Court. The Plaintiff may remove it without putting any Cause into the Writ; but the Defendant shall not remove it without shewing Cause in the Writ. *2 Inst. 339.*

In Declaration in Replevin, the Plaintiff ought to alledge a Place certain where the Taking was. *Dock. Plit. 313.*

In the Declaration there was no Place assigned, where the Taking was but a Town, it's ill on Demurrer.

But the Declaration need not mention the Value.

Ancient Demesne is a good Plea in Replevin, *5 Rep. 105.* Defendant pleads, *Non est culpabilis de captiona infra sex annos jam ultimo Elapsos.* It is not good; he doth not answer to the Detainer, and a Man may distress

strain a Thing lawfully, and yet detain it unlawfully, as putting it into a Castle. *Sid.* 82.

But for the better Clearing these Particulars of Distresses and Replevins, Two later Statutes have been enacted, which have alter'd the Law in several material Points, *viz.*

Stat. 2 W.
& M. of
Distresses,
&c.

By Stat. 2 *W. & M. sess. 1. c. 5.* it is enacted, 1. That where any Goods or Chattels shall be distrained for Rent reserved and due upon Demise, Lease, or Contract, and the Tenant or Owner shall not within Five Days after such Distress and Notice thereof (with the Cause of such Taking) left at the Mansion-House or other most notorious Place of the Premises charg'd with the Rent, replevy the same, the Person distraining may with the Sheriff or Under-Sheriff of the County, or Constable of the Hundred, Parish, or Place where, &c. who are hereby required to assist, cause the Distress to be appraised by Two sworn Appraisers, whom such Sheriff, &c. shall swear to appraise them truly, according to the best of their Understanding, and after such Appraisement, may sell the same towards the Satisfaction of the Rent and Charges of the Distress and Appraisement, leaving the Overplus, if any be, in the Hands of the Sheriff, &c. for the Owner's Use.

2. It shall be lawful to distrain for Rent-Arrear as aforesaid, any Sheaves or Cocks of Corn, or Corn loose or in the Straw, or Hay in any Barn or Granary, or upon any Hovel, Stack or Rick, or otherwise, and to lock up and detain the same in the Place where found, till

till replevied as aforesaid ; and in Default of Replevying within the Time aforesaid, to sell the same after Appraisement as aforesaid ; yet so that it be not removed to the Damage of the Owner, but kept where so found and seiz'd, as impounded, till it be replevied or sold.

3. Upon any Pound-breach or Rescous of Goods distrain'd for Rent, the Person grieved shall have a special Action on the Case, and recover treble Damages and Costs of Suit against the Offenders, or against the Owner of the Goods, if they come to his Use or Possession.

4. And if any such Distress and Sale as aforesaid shall be made where there is no Rent due, the Owner of the Goods may by Action of Trespass, or upon the Case, against the Persons distraining, recover double the Value of the Goods distrained, with full Costs of Suit.

By Stat. 8 *Annæ*, cap. 17. it is enacted, 1. Stat. 8
That no Goods or Chattels on any Messua- Ann. c. 17.
ges, Lands, &c. leased to any Tenant, shall be taken by Execution, &c. unless the Party suing the same shall before Removal of such Goods, &c. pay the Landlord the Rent that shall be due at the Time of such Taking.

2. Provided, That if more than a Year's Rent be due, the Party suing such Execution, on Payment of one Year's Rent, may proceed to execute his Judgment, and the Sheriff, &c. is to levy and pay the Plaintiff as well the Money so paid for Rent, as the Execution-Money.

3. Any Tenant fraudulently carrying off from the demised Messuages, &c. his Goods or Chattels, with Intent to prevent the Landlord from distraining, the Landlord may within Five Days take and seize such Goods wherever they shall be found, as a Distress for the Arrears of such Rent, and may dispose and sell the same as if distrained upon the demised Premises.

4. But nothing in this Act shall empower the Landlord to seize any Goods, which shall be *bona fide* sold for a valuable Consideration before Seizure.

5. Any Person having Rent due or in arrear upon any Lease for *Life*, may bring an Action of Debt for such Arrears, &c. in the same Manner as he might, if such Rent were due and reserved on a Lease for *Years*. All Distresses hereby made, shall be liable to such Sales, &c. and the Monies arising by such Sales, shall be distributed, as by the Act 2 W. & M. is directed. *Vide supra*.

6. And any Person having Rent in arrear due upon any Lease determined, may distrain for such Arrears in the same Manner as if such Lease had not been determined, so as the Distress be made within Six Calendar Months after the Determination of such Lease; and during such Landlord's Title, and during the Possession of the Tenant from whom such Arrears become due.

7. Nothing in this Act shall extend to prejudice Her Majesty or Successors, in levying or seizing any Debts, Fines, Forfeitures, &c. due to Her Majesty, &c.

Of Wreck, &c.

The Lords of divers Manors, bordering on the Sea, are entitled to what the Law calls *wreckum maris*, or Wreck of the Sea; *viz.* whatsoever Goods or Things as are cast up by the Sea, and left on the Land or Shore. 5 Co. 106. And by the Common Law all Wrecks did belong to the King, and therefore not chargeable with any Customs; nor are they by Stat. 12 Car. 2. c. 4. or any other Law. *Vaugh.* 164, 165, &c.

And Wreck can have no other Proprietor but whom the Law makes; *viz.* the King or his Grantee, *i. e.* the Lord of a Manor (next the Sea) and they can have no absolute Property therein, till after the Year and the Day. *Vaugh.* 168. In what Cases the Year and Day is given by the Common Law, see 5 Co. 107. b.

Where a Man, Dog, or Cat escapes alive out of the Ship, neither the Ship nor any thing therein shall be adjudged Wreck. *Stu West.* 1. 3 E. 3. c. 4.

Wreck, Waif, and Estray may be claimed by Prescription. See 9 Co. 28. and the Manner of pleading or claiming Wreck by Prescription, see 5 Co. 106.

Goods derelict may be Wreck. *Vaugh.* 168. but neither *Flotsam* (Goods floating on the Sea). *Fetsam* (Goods cast out of the Ship) or *Ligan* (Goods or Things tied to a Buoy, &c) can be Wreck, while they continue in the Sea. But if they are cast on the Land, they

they become wreck; because they are then *infra copus comitatus*, and belong to the Lord of the Manor; but while they are at Sea, they belong to the Admiral.

Trespass was brought for taking and carrying away an Anchor and Cable. The Defendant justified, for that *William Wharton* and *Benjamin Took* were Lords of the Manor of *Birling*, in the Parish of *East-Dean* in *Sussex*; which Manor lies next the Sea, and then sets forth a Custom in the Manor, for the Lords thereof for the Time being, when a Ship is wreck'd there and cast on the Lands held thereof, *inter fluxum & refluxum maris*, to bury the Dead, and take care of those who are Living, and cast on the Land sick or wounded, and to preserve the shipwreck'd Goods for the Use of the Owners; and in Consideration thereof, the Custom, &c. was for the said Lords to have the best *Anchor and Cable* for his own Use; and so brings his Case within the Custom, and justifies the Taking, &c. as Servant to the said Lords, and by their Command, &c. And on a Demurrer to this Plea, it was objected that this was an unreasonable Custom, there being no good Consideration to support it. For what is alledged in the Plea, is no more than what not only the Lord of the Manor, but every body else is obliged to do in common Charity. But adjudged that a Thing may be good by Custom, without any other Consideration to support it; and which would not be good by Prescription without a Consideration: For Instance, A Custom to turn his Plough on another's Land, is good, because Plowing the Ground is for the publick Benefit

Benefit ; and so is the Custom alledged in this Plea ; *viz.* for the Encouragement of Navigation. It is true, to take Care of the Sick and Wounded is a *Charity* ; but it is not unreasonable to have some Manner of Recompence for Acts of Charity. And the Defendant had his Judgment. 3 *Levinz.* 307. *Simpson* versus *Bythwood*.

In a special Verdict in *Trover*, for an Anchor and Cable ; the Plaintiff was possessed of the said Anchor and Cable ; and that the Manor of *M.* in *Suffex*, bordered on the High Sea ; and that a Custom is in the said Manor, That if any Ship or Boat sailing on the Sea, strikes on the Land held of the said Manor, and perishes, though it is not wreck, yet the best Anchor and Cable thereof belongs to the Lord of the said Manor ; and that the Ship to which this Anchor, &c. belonged, did strike on the Ground and Soil of the said Manor, & *adunc* & *ibidem* perist, but that all the Seamen were saved ; and that the Defendant seised the said Anchor and Cable for the Use of the Lord, &c. This Plea was adjudged ill, because no Custom or Salvage was found ; so that the Custom was void, having no Manner of Consideration to support it. 3 *Lew.* 85. *Geer* versus *Burtenshaw*.

Of Waives, &c.

Bona Waivolata or *Derelicta*, are where a Felon hath stolen Goods, and upon *Hue* and *Cry*, or other Pursuit after him, he waived the Goods ; or where the Felon for Fear to be apprehended,

hended; (thinking that Pursuit is made after him, or otherwise to ease himself of his Carriage) he having the Goods with him in his Possession, flieth and waiveth, casteth away; or goes from the Goods: In this Case the Goods are forfeited to the King, or to the Lord of the Manor or Franchise, to whom the same is granted; the Sheriff is to seize them for the King's Use, and the Lord for his own.

And yet the Party robbed, or Owner of the Goods, shall be restored to his Goods again; viz. if he make fresh Suit, whether he be taken or not, at Common Law; and by Stat. 21 H. 8. c. 11. if he cause the Felon to be thereof attainted, or procure another to give Evidence upon the Indictment.

But if the Felon had not the Goods with or about him when he fled (having perhaps had them or left them in his own House, or in the House or Custody of any other, or left within any Man's Manor, or had them in the Ground, and then fled) these Goods are not forfeited or waived Goods, but that the Owner may take them again when he will, without fresh Suit made after the Felon, or without causing him to be attainted; there can be no other Waife properly, but of Goods that are stolen. 5 Rep. 109.

If a Merchant Alien come into this Realm per safe Conduct, and the Goods are stolen, these Goods may not be Waife, for the King hath granted to him *Salvum & Securus conductum in Bonis quam in Corpore*, and they cannot seize those Goods as Waifes.

In Pursuance of *Coke, 5 Rep.* Action on the Case was brought by *R. versus D.* for misusing the Plaintiff's Horse, &c. The Plaintiff declared, that the said Horse was stolen by Three Felons, after whom the Plaintiff makes fresh Suit, and that the Felons were apprehended and attainted at his Suit before Justice *Windham*, and that the said Horse came into the Hand of the Defendant, who misused him *ut supra*. Defendant pleads, That before that and the Attainder of the Felons, the Felons had waived the said Horse in his Manor, in which Manor he had Waife and Stray; and *per Cur* this is no Plea without traversing the fresh Suit, for by the fresh Suit the Property of the Plaintiff in the said Horse was preserved, and so upon the Mis-usor Action lies. *2 Leon. 192.* Property preserved by fresh Suit.

Action upon Trover for Goods, the Defendant justifies as Servant to the Sheriff of *Middlesex*, because the Plaintiff had stolen those Goods, and carried them to *D.* within the County of *Middlesex*, at which Place the Defendant seized them *ut Bona vaivata*; and without Argument it was adjudged *pro Quer.* for he ought to alledge a Felony committed, and that the Goods were waived by the Felon; but it is not alledged that the Felon waived them. *Cr. El. 611. Davie's Case.*

Trover and Conversion of Twenty Sheep; the Defendant pleads, the Queen was, and yet is, seized of the Manor of *N.* in *com. B.* and that *Malefactores ignoti* stole those Sheep from the Plaintiff, and brought them within the same Manor, and there waived them;

whereupon the Defendant, as the Queen's Bailiff, seised them, which is the same Trover and Conversion, and prays in Aid of the Queen: The Plaintiff demurs specially:

1. Because the Plea concludes with an Aid-Prize, which being personally, and for a Chattel only, is not good, *q. d. fuit Concessum.*

2. He justifies for a Seizure, and answers not the Conversion, and the Seizure is not any Conversion; therefore he ought to have answered or traversed it.

3. When one justifies for Seizure of Goods, as waived, he ought to shew that Pursuit was made after the Felon, and that he waived them; otherwise they are not waived. *Per Cur'* he need not alledge any Pursuit of the Felon; it ought to be alledged that the Felon fled, for that he was in Fear to be apprehended, and for that Cause waived them; the Reason of the Forfeiture is, because the Party did not pursue; but the Judgment could not be in Matter of Bar, because the Plea was not in Bar, but concludes, *Si Regina inconsulta, &c. Cro. El. 693. Foxley and Amersty.*

Goods waived, the Owner may seise them Twenty Years after, if neither the Lord of the Franchise nor the King seise before.

If one have a Waife, and it be taken out of his Manor, he shall have Trespass without seising.

Where Goods are waived, and the Lord seises them, the Property is changed, that the Owner shall not have them without suing an Appeal of fresh Suit, notwithstanding the Statute 21 H. 8. c. 11. *Rastal Restit. 2.*

Of Estrays, &c.

If any Beast (not wild) be found within any Lordship, and not owned by any Man, if it be cried according to Law in the next Marker-Town, and be not claimed by the Owner in one Year and a Day, it falls to the Lord by the Common Law. The Estray shall be proclaimed in the two next Market-Towns, and two next Market-Days, one in one Town, and another in the other; and if they are claimed within the Year and a Day, the Owner shall have them, and he who took the Estray may keep them till he be satisfied for the Finding, Keeping, and Proclaiming of the Beasts. *Vide Stat. 27 H. 8. cap. 7.* to be in the Church of the Parish.

Estray in-
to what
Place the
Title.

If a Man have a Waif or Estray by Prescription, and another taketh it out of his Manor, he shall have Trespass, though he did not seise them before.

If one have an Estray by three Quarters of a Year, and after that it strays, and another happens on it within his Manor, the second shall not have it, for he hath no Property till the Year and a Day, and Proclamation are over.

Action of Trover and Conversion of a Cow *apud Salop*: The Defendant pleaded, the Queen was seised in Fee of such a Manor,

nor, and demised it, and all Estrays threerein, &c. to J. S. per Life, and conveys it by mean Conveyances to himself, and that this Cow came thither as an Estray; whereupon he seised her, and caused her to be proclaimed in the two next Market-Towns adjoining, and the Plaintiff claimed Property; and the Defendant demanding of him to pay for her Feeding, that he refused, and thereupon denied to deliver the Cow, and traverseth that he is Guilty of the Conversion *apud Salop*. And it was demurred, 1. Because he alledgeth not the Letters Patent. 2. Because he alledgeth not that the Proclamation was made in the Parish-Church. 3. Because he traverseth the Vill. And it was adjudged *pro Quer*. Cr. El. 2. 6. *Brownl. and Lamber*.

Trespas *Quare cepit & abduxit* a Gelding *pretii 5l*. The Defendant justifies as the King's Bailiff of the Manor of E. for that he had Waifs and Strays there, and took that Gelding coming there as an Estray, and kept and detained him as an Estray, until afterwards the Plaintiff retook and reseised him, *Quæ est eadem captio & abductio*. The Plaintiff replies, That the Defendant seised him such a Day and Year, and that the Defendant *postea* (Two Days after), and before this Reseisure, laboured the said Gelding, riding upon him, and drawing with him, by which he was much damnified, & *hoc, &c.* The Defendant demurred, it being a Departure; *sed non allocatur*. In Trespas it is no Plea to say, he had his Goods again; for that is only to be

be given in Evidence in Mitigation of Damages. *Per Cur'*, This Using of the Estray was an Abusing thereof; for it is not lawful for any to use it in any Manner, unless in Case of Necessity, and for the Benefit of the Owner, as to milk Milch-Kine, because otherwise they would be spoiled and so of the like; but to use a stray Horse by Riding or Drawing, is tortious. Judgment *pro Quer'* Cr. El. 148. *Bagshaw.*

Ley-Gager.

An ancient Trial in Courts-Baron was by waging of Law.

There are Two Ways of waging Law, viz.

1. *Lex instantur*, when the Client will presently upon Pleading come into Court, and swear that he oweth nothing, &c. Then your Client must be ready at the Time when you plead, and the next Day, or second Day, bring him into Court, and let him do his Law, in which Case the Plaintiff cannot become nonsuited: But upon a Wager in Law, and a Day assigned, he may be nonsuited, and must pay Costs, and then he may bring an Action on the Case. Upon a *Lex Instantur* the Plaintiff may impale until another Day in another Term.

2. *Lex ad Diem*, where a Day is assigned: There is to be Fifteen Days at the least given for the doing thereof, after the Plea *Nil debet*

per Legem pleaded, i. e. Fifteen Days after the Coming in of the *Imparlance*.

The Defendant may wage his Law in Trespas upon the Plea Not guilty; *Dalt.* 172. unless it be *Contra in pacem*. *Q.* I think this is not practised. *1 Inst.* 275. *contra*.

If the Defendant fails to wage his Law, *viz.* If he make Default at the Day appointed by the Court; or if the Testimonies refuse to depose, &c. or if all the Testimonies do not come, (except the Court dispense with the Testimonies) the Plaintiff shall recover all his Demand, with his Damages, according to his Declaration, without any Taxation of the Court.

In ancient Time, the Defendant put in his Surety to make his Law at the Day; hence it's called *Waging Law*: But the Defendant ought to bring with him Eleven Persons of his Neighbours, that will avow upon their Oath, that in their Consciences he saith Truth.

In no Case where a Contempt, Trespas, Deceit, or Injury, is supposed in the Defendant, shall he wage his Law, because the Law will not trust him in such Cases to discharge himself by Oath.

In Action of Debt which concerns the Realty, as for Rent upon a Lease for Years, or in Detinue for detaining of an Indenture of a Lease for Years, the Defendant shall not wage his Law.

Account.

In Actions of Account against a Bailiff of a Manor, or against a Guardian in Socage, the Defendant cannot wage his Law, because it soundeth in the Realty, *1 Inst.* 90. *b.*

Sed

Sed vide 10 Co. 103. *Danboud's Case*. When the Account is made before Auditors, the Defendant may wage his Law.

In Debt for Money lent, or Book-Debt, or in Action of Detinue, or in Covenant, or in Replevin, the Defendant may wage his Law. So in Debt on Arbitrament, for Money awarded. Debt, Detinue, Covenant, &c.

In Action of Debt for a Fine or Amerciamment in a Leet, the Defendant shall not wage his Law, because the Leet is a Court of Record; but in Debt for Amerciament in a Court-Baron, he may wage his Law. Fines and Amerciaments.

Where a Man is charged as Executor or Administrator, he shall not wage Law; for a Man shall not wage Law of another Man's Deed. Also an Infant under Twenty-one Years shall not wage his Law. Executors. Infants.

A Feme Covert of full Age, together with her Husband, may wage her Law for the Debt of the Wife incurr'd before Coverture. Feme Coverts.

1 Inst. 172.

A Man that is become infamous shall not wage his Law as outlawed, attainted in Attaint, or upon Indictment of Conspiracy or Perjury. Infamous.

In Debt for Wages, the Defendant may wage his Law, except the Retainer be according to the Statute of Labourers. Wages.

In Detinue of a Chest with Writings sealed, or of a Box unsealed with Writings, the Defendant may wage his Law. Detinue.

A Man shall not wage his Law in a *Quo Quo Minus minus*. *4 Rep.* 45.

One who was dumb waged his Law by Signs, *18 Ed.* 3. *f.* 53. The Words were read

read to him, and he put his Hands upon the Book.

Prisoner.

Debt against a Prisoner for his Meat, he shall not have his Law, for the Plaintiff is compellable to give it to him. Otherwise for Tabling a Mah at large.

Attorney's
Fees.

In Action of Debt brought by an Attorney for his Fees, the Defendant shall not wage his Law, because he is compellable to be his Attorney.

Servants
Wages.

And so if a Servant be retained according to the Statute of Labourers in Action of Debt for his Salary, his Master shall not wage his Law, because he was compellable to serve: Otherwise shall it be if he be not retained according to the Statute.

In Debt on
Penal
Laws.

In Debt on Penalcy given by Statute, the Defendant shall wage his Law. 1 Inst. 295.

Debt was brought by Sir Thomas Tyndal, upon a Pain forfeited for the breaking of a By-Law in a Court-Baron against Tiler, and the Party was received to wage his Law. 1 Leon. 204.

Upon Examination of the Defendant, when the Defendant was ready to wage his Law; it appeared, that the Plaintiff and the Defendant were reciprocally engaged to each other, and upon Conference between them before the Action brought, there was an Accord between them, that the Plaintiff should give to the Defendant such a Sum, (which he had done,) and that the one should go quite against the other. Per Cur^o. Upon this Matter the Defendant cannot safely wage his Law, for a Debt cannot be extinguished by Word. 3 Leon. 258. Sanderson's Case. But the

the Reason given in the same Case, in the 2d Part, 212. It is but an Agreement, which cannot be executed but by Release or Acquittance.

By-Laws in Courts { Customary,
Baron,
Leet.

(Vide *Amerciaments, Fines Common.*)

The Custom was That the Steward of a Manor might make Laws and Ordinances for the well-ordering of the Common, and to assess a Penalty on those who broke those By-Laws; also to prescribe to distrain for the Penalty. *Per Cur'*, The Custom is reasonable, and the Difference is where the Law and Ordinance takes away the whole Profit of the Commoners, and where it abridgeth it only; and the Commoners are bound to take Notice of these Ordinances. *Marsh Rep.* 28. *James and Titney.*

Custom to make By-Laws; and this Law was made, That no Tenant of the Manor should put into such a Common any Steer, being an Year old or more, upon Pain of 6*d.* for every such Offence; and that it should be lawful to distrain for the same. It's void in Law; for it's against common Right, where a Man has Common for all his Cattle commonable, to restrain him from one Kind of Cattle: Had it been that none should put in his Cattle before such a Day, that

that had been good, for this does not take away, but order the Right. 1 *Leon.* 190. *Erbery* and *Lalson*.

Inhabitants in a Vill without Custom may make By-Laws or Ordinances for Reparation of a Church, or of an Highway, or of such Thing which is for the publick Good, and in such Case the greater Part shall bind all without any Custom; but if it be for their own private Profit, for the well ordering of their Common or Pasture, or such like, there without Custom they cannot make By-Laws. 5 *Rep.* 63, 64.

In Debt the Plaintiff declares, That C. and J. were seized of the Hundred of L. within the Precinct of which Hundred, the Inhabitants have used to have Common of Pasture; then he sets forth, that C. and J. Time out of Memory, have had a Court-Leet belonging to the said Hundred; of all the Inhabitants and Resiants within this Hundred; then he sets forth a Custom within this Hundred, that the Jurors of the Court-Leet have been sworn to enquire and present all Things which are enquirable and presentable; and that the Lord of this Court by his Steward may make By-Laws for the Commoners, and impose reasonable Penalties upon the Forfeitures of the By-Laws. The Earl of *Exeter*, Lord by his Steward of the Hundred-Court, so order'd, That the Great Marsh or Fen should be clear of all Manner of Geese, Cattle, and Sheep, from the 2d Day of *February* to the 1st Day of *August*; and if not, then every Proprietor of such Cattle should forfeit to the Lord,

Lord, for an Horse 10 s. for a Cow 6 s. 8 d. &c. He avers, the Defendant was an Inhabitant in the Hundred, and had Common and Pasture, and that the Defendant had Notice of this By-Law, and was presented, and would not pay; whereupon the Action of Debt was brought, and Verdict for the Plaintiff. In Arrest of Judgment it was moved, That it's not proper at a Leet to make By-Laws for Commoners; and it is a Rule in our Books, That the Jurisdiction of the Leet is only about Matters of Publick Peace, 4 Inst. 265. N. B. 82. And see Cook's Magna Charta 71, 72, 73. And so there is a Difference between a Court-Leet and a Court-Baron; a Court-Leet is the King's Court, and hath Jurisdiction of publick Common Nufances; but a Court-Baron is private amongst themselves, and may make By-Laws for their particular private Benefits.

9 H. 6. 44. A Presentment was in a Leet, That J. S. had inclosed certain Lands which ought to lie fresh on the Common of the Inhabitants; and adjudged a void Presentment, tho' he concluded *Ad nocumentum Inhabitantium*: The Reason is, It is a Wrong, but no Nufance.

Bridgman Chief Justice: The Question is, Whether Custom cannot make a By-Law here, especially concurring with the Consent of the Inhabitants? But he being removed to be Lord-Keeper, it was spoke to by three Judges.

Wild:

Wild: The Leet by a Custom may make such By-Laws, tho' not originally; this Custom may have reasonable Commencement, for it might be agreed at the first Settlement of the Common by all Parties, that By-Laws should be at the Leet.

Arober of the same Opinion: Had it been a Court-Baron, there had been no Doubt of it. True, all Leets in Gross cannot meddle with Common; but some may, *Cro. El.* 448. and especially such as this, that appertains to an Hundred; and held the Custom sufficient to give Jurisdiction.

Tirrel contra. It is not good: Leets are to meddle with Things belonging to the Peace; and it is no more proper for them to meddle with Commons, than for a Court-Baron to be intitled to Pleas of the Crown. If the Leet may make one By-Law, the Court-Baron may make another; and how shall one know which is to be obeyed? As to the Cases put on the other Side, they must be understood where Courts-Leet and Courts-Baron are held together. Judgment *pro Quer.* *Carter's Rep.* 173. *Earl of Exeter* against *Smith*.

Counsel excepted to Indictment of Refcous of Cattle taken Damage-feasant by H.'s Servant, because this is Matter of private Property, being grounded on a By-Law for Regulation of Common presented in a Leet: And *per Cur.*, this is not Matter indictable. *Trin.* 21 *Car.* 2. *B. R.* the King and *Arnold*.

Amerciament. Fines.

Where Amerciament shall be in the Court-Leet, Hundred, or Court-Baron; which is good and lawful, and which not.

It was agreed in *Bullen's Case*, 6 Rep. 77. *Certum Lete.* That the Lord of a Leet may well have a certain Sum, as 10 s. *pro certo Lete*, of all the Resiants within his Leet, sometimes called *Capitagium*, and sometimes *Certum Lete*: And this might have a reasonable Commencement when the Lord purchased the Leet for the Ease of the Resiants, so that they need not go to the Sheriff's Turn, but make their Suits real at the Lord's Leet. And in this Case the Issue was, Whether the Plaintiff was a Chief Pledge in the Court-Leet? And special Verdict was, That the Plaintiff was Resiant; and that he was certified at the said Leet to be a Chief Pledge by the Chief Pledges of the Leet: But he made Default, and was amerced 6 s. 8 d. *Per Amerciament.* *Cur'*, They cannot adjudge him a Chief Pledge upon this Verdict: The Return of a Constable, or the Presentment of a Jury, in a Court-Leet, cannot make a Man Chief Pledge.

It's resolved in *Gresley's Case*, That if any *Fine.* Disturbance or Contempt be committed in a Court of Record, that the Judges may impose upon the Offenders a reasonable Fine; and a Leet is a Court of Record, and the Steward is Judge, and in such a Case he may impose a Fine; as if a Bailiff of a Leet refuse to execute his Office; so if a Tithingman,

man refuse to make Presentment in a Leet; so if a Jury-man in a Leet depart without giving his Verdict.

Their Dis-
ference.

2. It was resolv'd, That the Fine imposed on T. K. for refusing to be Constable when elected, need not be assessed, and there is a Difference between a Fine and Amerciament: For a Fine is always assessed *per Court*; but Amerciament is assessed by the Country, *i. e. per Jury*; and Amerciaments ought to be assessed, *i. e. taxed*: As, if the Plaintiff or Defendant be nonsuited, or if Judgment be given against the Tenant or Defendant, as upon a Misappearance, because the principal Party does not appear; or upon the Plaintiff, *Quia non est prosecutus*: or *pro falso clamore, &c.* The Justices never assess any Amerciaments; but by the Statutes they ought to be assessed *per pares*; but the Court in such Cases saith, *Ideo in mia* generally, and the Clerk of the Warrants makes Estreats of these Amerciaments, and delivers them to the Clerk of the Assize in every Circuit, to deliver them to the Coroners in every County, to assess, *i. e. to assess*; and such Assessment by them is held to be a good Satisfaction of the Statute of *Magna Charta*, for that they are thought most indifferent, being chosen by all the County; So if A. be amerced upon a Presentment for not repairing a Bridge or Highway in a Leet, it shall be assessed.

Amerci-
ments
estreated.

But if a Jury or a Leet tax an Amerciament, this is sufficient without any Assessment. And another Diversity is to be observed; if one be convicted before the Sheriff

riſt in the County of a Recaption, he ſhall be but amerced, becauſe the County-Court is no Court of Record: But if he be convicted of it in the Common Pleas, he ſhall be fined.

3. For Amerciaments by the Jury for Things done out of Court; Diſtreſs is incident *de communi Jure*: And ſo it is for Fines for Offences done in Court.

It was reſolved in *Godfrey's Caſe*, 11 Rep. 1. Where Juries in a Court-Leet contemptuouſly reſuſe to preſent the *Certum Letum* to s. and the Steward impoſeth a Fine of *ſl.* upon them; that this Fine impoſed upon them jointly was not good, but it ought to have been ſeveral upon them, for the Reſuſal was ſeveral. In a Plaint ſued by Two; if they are nonſuited, the Amerciament ſhall be ſeveral, and when Judgment is given in B. R. or B. C. againſt Two, *ex debito in malis*; yet when this is aſſeſſed by the Coroners *in Paſſis*, the Amerciament ſhall be upon them ſeverally. But in ſome Caſes, the Fine or Amerciament ſhall be impoſed upon divers jointly, as upon a County, Hundred, Town, &c. For Escape of a Murderer; becauſe of the Uncertainty of the Perſons, and for Infiniteness of the Number.

Courts-Leet may fine, but not imprifon; ſome Courts may neither fine nor imprifon, but amerce; as Courts-Baron, County and Hundred Courts, they not being Courts of Record; for Amerciament in a Court-Baron, the Lord ſhall not diſtrain without Preſcription. *Dyer* 32a. But for Fine and all other

Amerciaments in Leet, Distress is incident of common Right.

A Man was amerced in a Court-Leet for receiving and keeping one in his House, who was not sworn to the King; and *per Cur.* No Goods shall be distrained for this Amerciament; but only the proper Goods of the Party amerced, although the Goods of others were *Levant* and *Couchant* on the Ground. The Prior of *Tindal* was amerced, and another Man's Goods were taken and distrained on the Ground of the Prior for the said Amerciament, and the Distress was not well taken; for a Fine and Amerciament are collateral Duties, and attend upon, and not charge the Soils. 41. Ed. 3. Co. 26.

W. brought Trespass against *L.* The Defendant justified that the Plaintiff was a common Baker dwelling in *T.* in the County of *N.* and that it was presented in a Leet, that he had sold Bread against the Assize in *Locus vicinis*; whereupon he was amerced, and by Amerciament assessed to 10 s. and that by Precept out of Court, he did distress the Plaintiff, and the Court gave Judgment for the Plaintiff, for that it did not appear that the Offence was committed within the Jurisdiction of the Leet, which should have been specially pleaded, and the Plea is absurd: For it is said, he was amerced, without saying what, and that the Amerciament was assessed 100; and the Jury must amerce to a certain Sum, which may be mitigated and assessed by others. *Hob. 127. Wilson and Harding.*

Assessing.

In

In Trespass for taking Goods, the Defendant justifies as Bailiff of the Bishop of London, who prescribes for the Goods of any Person amerced within the said Manor, that are on the Lands of such Person, and shews not what Estate he had, and this must at least be intended the Freehold, and the Distress is taken on a Tenant of the Party amerced. But the Prescription was to distrain by his Bailiff of the Manor, and here it is said only, the Defendant, *ut Bailivus Episcopi*, and saith not *Manerii*. For which Cause Jones demurred, and this Defect was incurable, but, [*ut Bailivus*], tho' similitudinary, is sufficient. Also this Offence is intended in Courts-Baron, being Incroachment on Lord's Waste by the Building a Cottage; It was also held by the Court, that Prescription to sell a Stranger's Goods is ill; but only to distrain, is well enough. Also this Justification ought to sever, at which Court, whether at the Leet or Court-Baron, the Offence was done; and not to say generally, *ad Curiam visi, &c. & Baronis, &c.* And a Pain cannot be laid on a private Trespass to the Lord; *contra* on a Nuisance; but if this concern all the Tenants, a Pain may be set; as, on digging in a Common, which must be intended by a Tenant, not a Stranger, which owed no Duty to the Lord. P. 16. Car. 2. B. R. Partridge and Walker.

Council moved to quash a Presentment in the Leet for digging Coney-burroughs, which is not enquirable, and the concluding, *Ad commune nocumentum*, is not sufficient.

cient. *Keeling* agreed, they cannot amerce upon Presentments of Ineroachments on the Waste, for such Enquiries are only to inform the Lord against whom to bring his Action; yet if any Man hath Common in another's Warren, the Owner of the Warren can dig no new Coney-burroughs, and so it hath been adjudged; but because this was at a Presentment at a Court-Leet and Court-Baron, and doth not distinguish at which, it's ill and void, although it conclude, *Ad commune nocumēt. Per tot Cur.* and *per Keeling C. J.* An Amerciament for a Trespass on the Soil of the Lord is not alterable; but Amerciaments for other Trespasses on the Common are; and *per Cur.* it was quash'd, 18 and 19 *Car. 2. Hale. B. R. the King and Ayres. Vid. 11 Co. Gresley's Case.*

Error of a Judgment in *Norwich* on *Indebit. assump. pro 30 s. and Mutuatus* for 11 d. Costs, and assigned that as to Part, the Judgment was *pro Defendant, quod eat inde fit Die*, and the Plaintiff was not amerced, which was Error. 20 *Car. 2. Trin. B. R. Goodman and Blofeld.*

In Trespass, the Defendant justified by Amerciament in a Court-Leet, which was assented to *§ l.* and for that he took the Coach and Horses. The Plaintiff traverseth, that she is not bound to repair the Way *ratione tenuræ*, in Default whereof the Distress was taken; Judgment *Si le Plaintiff ab actione precludi debet.* The Plaintiff demurs specially; *per Cur.* it's ill, it should be Judgment *& damna sua sibi adjudicari.* It was excepted, That no Time was given to pay

pay the Fine; *sed non allocatur*. This need not be shewed in Justification, and the Court agreed the Traverse good, and that a Lessee for Years cannot be bound *ratione tenuræ*; for, this goeth to the Inheritance: But this Charge may go along with the House, but then it must be specially found who hath the Inheritance, and who the particular Estate. *Trin. Car. 2. B. R. Broughton and Bannel.*

Counsel excepted to a Presentment in a Leet for erecting a Cottage, not averring that there is no Land laid to it, nor *contra formam Statuti*, and it's no Offence at Common Law, therefore they cannot amerce by Affeerors, otherwise than on the Statute which was agreed *per Cur.* and that this lies not at the Common Law, nor is Four Acres of Copyhold sufficient within the Statute; but being for incroaching so many Foot, and erecting a Cottage *ad commune nocumentum*; *per Cur.* it's well as to this, not as to the Cottage only. *Hill. 22 and 23 Car. 2. B. R. the King against Dickenson.*

It was excepted to a Presentment in a Leet, being only said to such a Sum, but not amerced to any Sum certain; but *per Cur.* the Jurors can only ascertain it, and not the Affeerors. *Hob. 129. contra.*

2. It was for incroaching on a Close of the Queen Mother's, *Ad commune nocumentum dictæ dom. Regine dotissæ & Inhabitantium ville pred.* which *per Cur.* is ill; but on publick Nuisance, a Pain may be set on Default of Abatement of the Nuisance by a Day; for this is but on Information of the Lord, and no Amercia-

ment can be set, and so it was quash'd. *Hill.*
21, 22 Car. 2. B. R.

Amercia-
ment must
be by
Twelve.

In Debt for Amerciament in a Court-
Leet, for not appearing on Affeerment to
40 s. to which the Defendant demurred:
1. Because it's said the Leet was granted
by K. James, and that the Defendant is a
Tenant, and holds by Suit and Service,
which is impossible that a Tenure can be
created since that Time. 2. The Amercia-
ment is but by a Jury of seven, which *per*
Cur. is ill, and must be by Twelve. 3. It's
said *Affeerunt*, not said by whom, nor *ad*
eandem Curiam, which *per Cur.* is ill, and must
be Twelve. *M.* 26 Car. 2. B. R. *Cusler* and
Creswick.

In Debt for Fine assessed *ad Curium visus*
Frank-plegii, & Baronis: For that the Defen-
dant put on his Hat in Presence and Con-
tempt of the Lord and Court, and said, he
cared not what the Court could do, and
hindred the Business of the Court, and *Male*
indecore & inciviliter se gessit; for all which,
one Fine was assess'd generally, and good,
and though none of the Causes alone may
not be sufficient, yet all are; and to say in
a Court of Record, he cared not what they
would do, in Contempt thereof, is finable:
2. It was demurred to, because it's said, such
a Day the Lord was seized, and the Defen-
dant resident, and that *infra mensem Michaelis*
he held a Court, & *quod actum & ibid.* the
Defendant in Contempt, &c. and there is no
Day of holding the Court set; but it being
Octob. 8. the Lord was seized, and the De-
fendant resident, *Quod ad istud idem diem sci-*
licet

licet 8 Off. ad Cur. visus pleg. tent. infra mensem Michaelis, is well enough; but all agreed a Day is necessary. *Hill. 14, 15 Car. 2. B. R. Rathors and Cox.*

Of Heriots. *The Original*

The Normans upon Parcelling their Lands out to inferior Tenants, invented this Service, and termed it *Heriot-Service*; and afterwards, upon Infranchisement of their Villains, *Heriot-Customs* were given to Lords for a future continued Gratuity, and so originally they were *ex Gratia*, but now *de Jure*.

It is the best Beast (or other Thing) that the Tenant hath at the Time of his Death, and this shall be paid before a Mortuary.

*There are Two Sorts of Heriots;
By Service, and by Custom.*

Heriot-Service is generally express'd in a Man's Grant or Deed, by which it is reserved in these Words, or to this Effect; *Ac etiam per servitium reddendi post mortem cujuslibet tenentis decedens seisset optimum animal.* *1 Anderson 278, 279.* But *Heriot-Custom* is only due by Custom, Time out of Mind, and may be paid after the Death of Tenant for Life. *Term. Leg.*

Heriot-Service is extinct per Purchase of Parcel, but not a *Heriot-Custom.* *1 Inst. 149. b.*

It hath been a great Question in our Books, whether the Lord may seize for *Herriot Service*; but it is agreed by all, that he must seize for *Heriot-Custom*, and may distrain for *Heriot-Service*. *Pl. 96. a.*

Whether
the Lord
may seize
for *Heriot-Service*.

Now in the Case of *Woodland* against *Mantel*, it is said, the Lord may seize for *Heriot-Service*, but *1 Anderson 298, 299.* in *Odeham* and *Smith's Case*, saith, he ought to distrain, and not to seize; so is Serjeant *Bendlow*, *p. 18, 39.* But the Law is settled in *Cr. Car. 260. Major and Brandwood*; and that it is at the Lord's Election either to seize or distrain for it, tho' the Pleading seems to justify the Distinction; for in Replevin, if one justify for *Heriot-Custom*, it's no Plea for the Plaintiff to say, That the Place where is *Hors de son Fee*; for that he claims this *Heriot* as his proper Goods, and may seize it wherever he finds it. *Bendl. 18, 39.* for the Lord may seize for an *Heriot-Custom* in the Highway, *2 Inst. 132.*

Customs as to Heriots, what are good, or not.

The Custom was, That if the best Beast be elained, then the Lord had used to seize and take the best Beast of any other, being *Levant* and *Conchant* upon the Land: This was held to be a void and unreasonable Custom; So it is if it be the Goods of any Inhabitant or Dweller. *Dyer 179. b. Puxton's Case: Rev. 39. Coke Ent. 366.*

The Custom of having an *Heriot*, whether the Man had Goods or not, is a void Custom. *Carter's Rep. 86.*

A Custom that the Lord shall seise the Beasts of a Stranger for an *Heriot*; it is not good, because it alters the Property.

But a Custom that he shall distrain the Goods, in such a Case it is good, because it is but a Pledge. 2 *Leon.* 725. *Parker's Case.*

Who shall pay an Heriot, and when, or not.

Where many purchase Lands jointly, an *Heriot* shall not be paid till after the Death of the Survivor. 8 *Rep.* 105.

If by Custom a Copyholder dies seised, he shall pay an *Heriot* to the Lord; and after the Copyholder is disseised, if he dies during the Disseisin, yet he shall pay an *Heriot* within this Custom, for he was Tenant in Right notwithstanding the Disseisin. 2 *Roll.* Abr. 72. *Nevis's Case.*

Lease is made to A. for 99 Years, if B. C. and D. or any of them, so long shall live, to commence after a Determination of a former Lease, rendring Rent after the Commencement of the Term, *Ac etiam post mortem* B. C. and D. *respectively*, for an *Heriot* 3 *l.* B. dies before the Determination of the first Term, and the Lessee brings Debt for 3 *l.* for an *Heriot.* *Per Cur'*, No *Heriot* is due, because coupled with a Rent, and no Rent is due during the *Interesse termini*, but both begin together. *Sid.* 437. *Hagon and Carve.*

A Lease is made for 99 Years, if J. S. live so long, to commence after the Determination of a former Lease to Sibel, if Sibel lived so long, *reddendo* 4 *q.s.* *per Annum*, and 3 *l.* in the Name

Name of an *Heriot*, *post mortem* of each *Cestui que vie*. *Per Cur'*, The *Heriot* ought not to be paid till the Lease come in Possession, which is not till *Sibil* die, at which Time the second Lease takes Effect. And this shall follow: The Nature of the Rent being in Company with such Rents and Services as are to be only done when the Lease comes into Possession; and the Lease to the Lessee for 99 Years is but a future Interest, where the Lessee hath no Reversion, nor the Lessee any Term therein; and the *Reddendo* is a Reservation, and therefore cannot take Effect till there is a Reversion. But *Keeling contra*, this being a Sum in Gross; and here is an express Agreement, to pay after the Death of either of the Parties, and Agreement may reach Payment as well on Contingency, as where the Party hath Interest. *1 Keb. 677*. The same Case with the precedent.

Who shall have an Heriot.

A. is Copyholder for Life of Lands *heriotable* by the Custom if he died seised, and the Lord grants the Freehold of the Copyhold to *B.* for 99 Years, if *A.* the Copyholder so long lives, the Remainder to *A.* for 1000 Years, and afterwards *A.* assigns his Lease of 1000 Years to *C.* and afterwards *A.* makes *F.* his Executor, and dies seised. *Per Cur'*, *C.* the Assignee of 1000 Years shall not have an *Heriot*, because at the Time of the Death of *A.* when the *Heriot* became due, he was not Lord, but had only a future Interest; and if
any

any *Heriot* be to be paid, the Executor of *A.* or the Lord in Fee, shall have it. 2 *Rol. Ab.* 72. *Norris's Case.* This Case in *March* is reported thus: The Lord granted the Seigniorie for 99 Years, if the Tenant should so long live, and after he made a Lease for 4000 Years; the Tenant for Life is disseised, (or more properly ousted), and died. Two Points are resolved: 1. An *Heriot* was to be paid, notwithstanding the Tenant did not die seised, because he had the Estate in Right, and might have seised. 2. He in the Remainder for Years shall not have it: Their Reason was, Because Tenant for Life was not the Tenant of him who had the future Interest of 4000 Years, but of him who had the Interest for 99 Years. But the Court was not agreed, that the Grantee for 99 Years should have the *Heriot*: The Reason of the Doubt was, Because that *eo Instanti* the Tenant dies, *eodem Instanti* the Grant for 99 Years determined. A Bishop is seised of the Manor of *D.* and he lets 20 Acres of it to *A.* and *B.* during the Lives of their three Children, rendering 21 s. per Annum, and also paying and delivering to the Bishop and his Successors two of the best Beasts on the Death of every *Cestui que vie*; the Bishop after lets all the Manor to *W.* rendering the ancient Rent: One of the *Cestui que vie* dies; the Question was, Whether the *Heriot* belongs to the Bishop or to *W. Per Cur*, The Rent issues out of the entire Manor. 2. That the *Heriot* reserved shall go with the Reversion. *Winch* 46, 57. Bishop of Gloucester against *Wood.*

Where Heriot shall be apporioned, or not.

By the Act of the { Lord,
or
Tenant.

Lord and Tenant by Fealty and *Heriot*-Service, and the Lord purchase Part of the Land, the *Heriot*-Service is extinct, because it is intire valuable: *Aliter* of *Heriot* Custom; for if the Custom of a Manor be, That upon the Death of every Tenant of the Manor that die seised of any Land holden of the said Manor, the Lord shall have an *Heriot*; although the Lord purchase Parcel of the Tenant, yet the Lord shall have an *Heriot* by the Custom of the Manor for the Residue; for he remains Tenant to the Lord, and the Custom extends to every Tenant. 1 Rep. 149. 6 Rep. 1, 2. 8 Rep. 105.

Feme by Custom is to have a Moiety by Survivor, and if *Heriot* be to be paid for the Whole, if it be Part surrendered, both shall pay *Heriots*. 1 Keb. 356.

Act of the Tenant.

If a Tenant alien Parcel of the Tenancy, entire Services, as Homage, Fealty, *Heriot* shall be multiplied. *Solida a singulis præstantur.*

If any Tenant who holds by an *Heriot* alien Parcel of the Land to another, each of them is chargeable to me with an *Heriot*, because it is

is entire ; and though the Tenant purchase the Land back again, I shall have of him for every Portion an *Heriot*. 6 Rep. 1. 8 Rep. 107.

Copyhold was held by Rent, and *Heriot* upon Alienation and Surrender ; Copyholder aliens Part of his Copyhold to one, and Part to another, and retains Part in his Hands, and surrenders to the Use of the Alienees : *Per Cur.* The Lord shall have an *Heriot* upon every Alienation in Case of a Copyholder, as well as at Common Law. If they should not be multiplied, it would be in the Power of the Tenant to defraud the Lord by Alienation of Parcels : And in this Case the Alienor pays the *Heriot*, because he continues Tenant, and upon every Alienation afterwards by the Alienees, they shall pay it. *Palm.* 342. *Sir Francis Snagg against Fox.* 1 Keb. 357.

In what Case the Lord shall have his Heriot.

If a Copyholder being sick in his Bed, doth surrender into the Hands of Two Tenants, &c. to the Use of his eldest Son in Fee, and dies before Surrender is presented in Court, the Lord must have an *Heriot* : If Surrender had been presented in Court, and Admission before the Father's Death, *aliter*.

If an *Heriot* is due to the Lord upon Descent only, and a Surrender is made by a Copyhold unto the Use of his Heirs in full Court, and the eldest Son is admitted Tenant accordingly, and the Father dies, the Lord shall have no *Heriot*.

Of

Common : Exceptions to it were, 1. It is not said, *Usi fuerunt* ; *sed non allocatur*, for *Constituti fuerunt* such By-Laws, is sufficient. 2. There should be Prescription for the Penalty as well as the By-Law. 5 *Rep. Clerk's Case*, *Sed non allocatur* ; for the Law that allows the Prescription, allows the Penalty, and the Remedy is by Debt, but other Remedies as by Distress must be prescribed for. 3. The Penalty is given to the Lord, and so it must for the King, nor none else can have it. 21 *H. 7.* of impounding Cattle. And as to the Matter, *Weild* said, Had it been by a proper Hand, it had been good ; And though the Leet originally have nothing to do with Common, yet by Custom as here said, it may have such a Jurisdiction, and the Judges ought to support and favour it, because else they strike at a Fundamental ; as to Fines, this hath common Usage in most Leets. 2 *Cro. 313. Hudson and Dufferid.* But admitting at Common Law they could not make By-Laws, yet this Custom may make it good, and may have reasonable Commencement ; for at the first Purchase and Settlement of the Common it may be intended all Parties agreed to the By-Laws, for it should be at the Leet. 5 *Rep. Jeffery's Case. Archer ad idem.* There had been no Doubt of Courts-Baron. 1 *Cr. 491.* Also Leets in Gross cannot meddle with Common ; but such Leets as these that appertain to Hundreds, with Privilege by Custom to govern, is sufficient to give Jurisdiction. *Rosh. 545. Tirrell* ; That the Custom is not good ; it is against the Nature of Leets to meddle

meddle with Common, and a Court-Baron may as well be intitled to Pleas of the Crown; and if a Leet may thus make one By-Law, a Court-Baron may make another, and then which shall be obeyed; and the Case put, must be understood where Courts-Leet and Courts-Baron are held together. But Judgment *pro Quer.* Trin. 20 Car. 2. B. C. E. of Exeter against Smith.

In Replevin for taking three Cows at B. The Defendant *Cognovit captionem*, for that the Place where is Parcel of the Manor of B. being Waste, and that there were an Hundred Copyholders there, who had Common there, and shews a Custom, that they choose every Year a Surveyor of their Fields, who used to distrain there Cattle Damage-feasant; whereupon *Cognovit Actionem*, and prayed a Return. Upon the Demurrer it was adjudged, that this Avowry was not good; for tho they had such a Custom to make a Surveyor, and that they might distrain Damage-feasant, yet that ought to be in the Name of him who hath the Freehold, and of some Commoner, and not in his own Right. So ought the common Pinder. Cro. Jac. 436. Stephens and Keblethwait.

A Common divided shall be ratable; so that the Land in which, &c. shall not be surcharged. 1 Inst. 66.

Surcharging the Common.

In Action of Trespas, the Defendant pleads he was the Queen's Bailiff of her Manor of B. and that at such a Court, holden before one J. S. Steward, there it was presented, That the Plaintiff being Tenant of the said Manor, had surcharged the Common, for which he was amerced to 6s. 8d. which was assessed by J. S. and J. M. Tenants there, and for that Amerciament he distrained. *Per Cur.*, *Quod Presentat' fuit*, is good, though he does not alledge *ipso facto* that he surcharged, being pleaded by the Bailiff, to whom it sufficeth to take Cognizance of the Presentment, and no more, and *Non refert* as to him, whether it be true or not.

Distress by a Bailiff not having a Warrant.

And the Amerciament being assessed by the Steward is well enough, though not by the Suitors, it being the common Course, and Distress is incident to it. But *per Cur.*, This Distress by a Bailiff not having a Warrant to do it by Estreat or otherwise is not lawful, for he cannot distrain *ex officio*. *Cro. El. 748. Rowleston and Alman's Case.*

Ordinances and By-Laws to regulate Common.

Ordinances and By-Laws by Custom for preserving the Common is good; and this is not to take away the Inheritance, but the Regulating of the Common. In Replevin, the Defendant made Cognizance as Bailiff to Sir J. S. for that the said Sir J. was seised in Fee of the Manor of S. whereof a great Waste called K. is, &c. Parcel; and that the said Sir J. S. and all those, &c. have had in the said Waste a Court, to be holden twice every Year by the Steward of the Manor, in which Court, upon reasonable Summons, all the Commoners within the said Common have used to appear, &c. and that within the said Manor is such a Custom, that the Steward should out of the Commoners choose a Jury to enquire of Purprestures and Misfeasances within the said Common; and that the Jury had used to make Ordinances concerning the well using of the Common; and that all those who had Common, had used to be obedient to the Performance of those Ordinances under a reasonable Pain to be set down by the Jury, for which Pains forfeited, the Lords of the Manor have used to distrain; and alledgeth *in facto*, That at such a Court a By-Law was made by such, being Jurors, where-
by it was order'd that no Commoner should keep any Sheep in the Bounds under the Mtr, upon Pain of 3 s. 4 d. and for keeping Sheep against this Ordinance, and Penalty

By-Laws
proclaimed
in Court.

forfeited, he distrained. The Plaintiff demurr'd. *Per Cur'*, It is a good By-Law, and it being proclaimed in Court, as was alledg'd in the Plea, he being a Commoner is bound to take Notice of it, and none else need to give him Notice, and what is made by the Homage, and not by the Lord or Steward, the Commoners are bound to take Notice of. *Jones Rep. 421. Cr. Car. 499. 1 Roll. Abr. 365. James and Titney.*

Cases between the Lord and Commoner.

If the Lord surcharge the Common, the Commoner may not chase the Beasts, but shall have an Action on the Case, which is a sufficient Remedy; but the Beasts of a Stranger he may distrain Damage-feasant, or chase them out of the Common: For a Stranger hath no Colour to have his Beasts there. *Godb. 182.*

If the Lord surcharge the Common, the Commoner shall have Assize or Action on the Case, not Admeasurement. *Fitz. 125. a.*

If the Lord surcharge the Common with Conies, the Commoner in Trespass cannot justify his Entry to chase and take them: For a Commoner cannot be his own Judge, for he has his Action on the Case; and though the owner of the Soil had no Property in the Conies, yet so long as they are on his Land, he has Possession of them, which is good against the Commoner. *Relv. 104. 2 Leon. 201, 202. Cr. Jac. 195.*

If the Lord make a Pond on the Common, ^{Pond made by Lord on the Common.} if the Cotimoner have Common sufficient left, it's good. 2 Bulst. 116.

Action on the Case by a Commoner for eating up his Common; *per Cur.* a Tenant of the Manor may prescribe to have the sole Common for their Horses in a Meadow after the Grass is cut, and made into Grass-Cocks, to bind or keep their Horses there, so that they do not meddle with the Hay till *Lammas-day*, and after *Lammas-day*, for all commonable Beasts *Levant* and *Couchant* upon their Tenants at large, without tarrying till *Lady-day* in *Lent* yearly, as to their Tenant-appleyning, excluding the Lord of the Meadow and Manor to have any Common or Pasture there for this Time, he having the sole Herbage until *Lammas*, or Share until the Cutting, if he will keep it for Hay. 2 Roll. Abr. 267. *Wheatland* and Sir Rob. Pain.

If the Owner of the Soil ploweth the Land, and sow the Land, yet the Commoner may put in his Cattle and claim again the Common, and he may well justify the same, because the Wrong begins in the Owner of the Soil. 2 Leon. 201.

One grants Common in such a Place where, &c. by this the Grantee may use all the Common, and if the Grantor erect a Stack of Hay upon Part of the Place, where, &c. and the Commoners Beasts eat the Hay, it is justifiable, and the Grantor cannot chase the Beasts. The Beasts may range all over the Place; otherwise by such Means he may defeat his own Grant, and by the same Reason

son that he may erect one Stack, he may erect Twenty. *Yelv. p. 201. Fermore and Hunt.*

The Lord may not dig Pits in the Common, and if he do, the Commoner may bring Action on the Case; for the Statute saith, other manner of Improvement, viz. By Enclosure. *1 Sid. 106. Gee and Cother.*

Attachment.

Counsel moved for Attachment against B. that by Process out of the Hundred-Court, B. had attached a Flock of Sheep; which *per Cur.* hath been often ruled as unreasonable, and can be but of one Thing, and the Value of 5s. is sufficient for an Appearance, and Taking more is illegal; also Driving them into a Franchise, and there Attaching them was another Contempt, and Attachment was awarded. *M. 24. Car. 2. B. B. Muburn and Gage.*

In Trespass, the Defendant justifies by *Ex parte fac'* awarded by the Steward, and Sealed by him in an hundred Courts held before the Steward and Suitors, it is ill; it should be in an but the Sealing the Process by the Steward is sufficient.

Upon Affidavit that the Debt was above 40s. and split into several Actions, in a Court-Baron, the Court awarded a Prohibition and Attachment.

The

The Court granted an Attachment against a Bailiff, who on a *Latine* arrested J. S. and he being escaped, they distrained his Cattle, and no Pound being in the Hundred, they drove them into *Chichester*, and there attached them by Custom on a Plaintiff in that Franchise, and would not suffer Replevin of them, and altho' he were no Attorney, yet this being an Oppression to the People, it was granted; as also because such Beasts in the Pound cannot be attach'd; and by *Windham*. This is an usual trick to defeat the Jurisdiction of this Court, and Bailiffs drive them by Night into such Franchises, and tho' the Party had brought Trespass, which is yet depending for this illegal Distress, yet the Court granted it on Motion. *M. 6. Car. 2. B. R. the King against Cumber.*

Escheat.

If divers Copyholds escheat to the Lord, and he regrants them to another *Tenendum per antiqua Servitia*, &c. they shall be severally held as they were before the Escheat, 4 Rep. 27. and the Fines shall be severally assess'd, as *Hubart* and *Hammond's Case*. 4 Rep. 28. and consequently the Forfeitures.

Copyhold escheated may be demised, notwithstanding the Lord's Continuance of it in his Hands above 20 Years. 2 Keb. 213. *Pembble* and *Stern*.

After Escheating it cannot properly be called a Copyhold, except it be because there is Power in the Lord to grant it as Copyhold, were it by Custom that the Wife shall be endowed of the Moieties or Intirety, because the Custom as to her is extinct. 2 *Sid.* 19.

If the Tenant be attainted of High Treason, the King shall have the Escheat of whomsoever he held; but if the Escheat be for Felony, the Lord shall have the Land.

The King's Copyholder is attainted of Felony whereby his Copyhold escheats, the Steward may grant this over *ex Officio* without any especial Grant, for the Custom of the Manor warrants the Steward of the Manor for the Time being to grant it, and the Custom binds the King and his Successors; yet it is his Duty before he make any such Grant, to inform the Lord Treasurer, &c. 4 *Rep.* 30. *Harris and Jay.*

Of Surrenders.

A Surrender is a Giving up of the Land by the Tenant to the Lord, according to the Custom of the Manor, to the Use of him that is to have the Estate: The Form of Entry, *vide infra*; and the Surrender is to this Intent, that the Lord should not be a Stranger to his Tenant.

In the Grant of a Reversion, Attornment is not necessary for a Copyholder, it is like an Estate raised by Uses.

r. It

1. It is the general Custom of the Realm, that every Copyholder may surrender in Court, and need not alledge any Custom therefore: And so if out of Court, he surrender into the Hands of the Lord himself, he need not in Pleading alledge any Custom; but if he surrender out of Court into the Hands of the Lord, by the Hands of Two or Three Copyholders, or by the Hand of the Bailiff, &c. these Customs are particular, and therefore he must plead them.

1 *Inst.* 59. a.

2. Copyholds cannot be surrendred, but by actual Surrender in Court, and not by a Surrender in Law; therefore if a Copyholder in Fee take the same Land of the Lord by other Copy for Life, this is not any Surrender or Determination of his Copyhold Inheritance.

1 *Roll. Ab.* 501.

Copyhold-Land cannot well pass by any other Word than *Sursumreddidit*; if it pass in the Court by the Words, Give, Grant, Bargain and Sell, this will not so pass it, but the Heir of the Copyholder shall avoid it.

A Surrender into the Hands of Two Tenants, they are but Instruments; and a Surrender out of Court, if it be duly done, is as good as a Surrender in Court. Out of Court.

Copyholder may surrender out of Court into the Hands of the Lord by the Hands of Two or Three Copyholders, or of the Bailiff or Reeve; but this cannot be without particular Custom, and must be so pleaded.

1 *Inst.* 59.

The Steward of a Manor may take a Surrender of a Copyhold out of the Manor
M. 13 Jac. B. R. Houscy and Will.

Out of the
 Manor.

If he who ought to surrender cannot come in Person into Court to surrender, being in Prison, the Lord of the Manor may appoint a special Steward to go to the Prison and take the Surrender. *1 Litt. 36.* So if a Copyholder be in *extraneis*.

By Letter of Attorney.

A Surrender by Letter of Attorney to Two Customary Tenants out of Court, is good. But such Attornies ought to pursue the Manner and Form of the Surrender in all Points according to Custom, as the Copyholder himself ought to have done, as if it is the Custom to do it by the Rod, &c.

The Form of the Letter of Attorney.

That the Copyholder doth constitute,
W. T. and E. A. Two Copyhold-Tenants of
 the Manor of, &c. his lawful Attornies to
 surrender *viva & nomine suo*, to the Lord of
 the Manor, 10 Acres, &c. to the Use of
 J. N. and his Heirs, and after at a Court
 held in the Manor, 8 July &c. the said At-
 tornies, *Tunc tenentes Dom. per Capitulum Rotulorum*
Cur. & in iud. Cur. ostenderunt script. pradi-
geren. dat. pradi 12. die Nov. &c. Et *videm*
W. & E. autoritate eis per pradi. litteram
per Attornat' dat' in Plena Curia sursumreddidit.

in

in manus Dom' præd. &c. acres, &c. ad opus & usum, &c. Now the Attorney must do the Act in the Name of him who gives the Authority, as it is in *Brownl. 94.* The Letter of Attorney must say for him, and in his Name, yet the Entry aforesaid is good; for it is *W. &c. E. Sursumreddidit, & Auctoritate eis dat;* which is as much as if they had said *Suum:* Or, We as Attornies of, &c. surrender.

Harvey, Justice, said, He knew it to be adjudged, that a Surrender of a Messuage and Three Acres, would pass more Acres, if divers Copies have it so successively; he means, if the Word *cum pertinentiis* be in. *Het. p. 2.*

Copyholder in Fee surrendred his Lands into the Hands of the Lord, without saying to whose Use the Surrender shall be; and at next Court the said Copyholder was admitted *habere* to him and his Wife in Tail Remainder to his right Heirs: *Per Cur.* the subsequent Act shall explain the Surrender, and when the Copyholder accepted a new Admittance, the Law intends the Surrender was made to such an Use as is specified in the Admittance. *Pop. 125, 126. Cr. Jac. 434. Brook's Case.*

Copyholder surrenders to the Use of *M.* and *R.* without Limitation of any Estate, they shall only have it for their Lives; and in such Case, if the Lord make Admittance, and deliver Seisin to *M.* and *R.* and the Heirs of *R.* this is only an Admittance for Term of their Lives, the Reversion over to *R.* who made the Surrender, for the

Of Courts-Baron.

Lord is but an Instrument. 4 Rep. 27. *Bunting's Case*.

Surrender to the Use of an Infant in *Ventre sa Mere*, is good.

One Copyholder may surrender to the Use of another, upon Condition, if the Copyholder pay to the Surrenderer, &c. *ad Domum suam Mansionalem*, that then the Surrender shall be void. 5 Rep. 114.

A Surrender to J. S. J. S. surrenders it to a Stranger, who is admitted; the Stranger takes nothing, for J. S. had no Estate before Admittance, and the Right and Possession still remained in him who surrendered, and this shall descend to his Heir; but an Heir to whom a Copyhold descends, or comes in Remainder, he may surrender before Admittance, because he is in by Course of Law for the Custom which makes him Heir to the Estate, casts the Possession to him from his Ancestor; but a Stranger to whom the Copyholder surrendered, had nothing in him before Admittance, because he is a Purchaser, and the Copy made to him upon his Admittance, is his Evidence by the Custom, and before this he is no Customary Tenant, and so can transfer nothing to another. *Yelo*. 144. 145. *Wilson and Weddel. Cr. Jac.* 36. *Joyner's Case*.

Copyholders Baron and Feme, to them and the Heirs of the Husband, the Husband dies, the Heir may surrender his Reversion into the Hands of Two Tenants out of Court (if the Custom be so) before any Admittance, and during the Life of the Wife; and it is a good Surrender;

Surrender; for the Reversion was cast upon him before any Admittance. 1 *Roll. Abr.* 499. *Culchin's Case.*

If a Disseisor or a Feoffee of a Disseisor, or any other who hath a tortious or defeasible Estate, hold Courts, and make any voluntary Grant upon Elcheat, or Forfeiture of a Copyhold; such voluntary Grant shall not bind him that had Right, when he shall recontinue the Manor by Action or Entry: But if such Lord who had a tortious or defeasible Estate admit any upon a Surrender made to the Use of another, or give Admittance to the Heir upon a Descent, such Admittance shall be good, for such Acts are lawful, and *Quodammodo judiciales.* 4 *Rep.* 23. *b.* *Clark and Penysf.*

A Tenant out of Court cannot take a Surrender of a Feme-Covert; for that she is secretly to be examined by the Steward. *Totbil.* p. 108.

A Surrender is not countermanded by the Death of the Surrenderor before Presentment. 4 *Rep.* 29.

A Copyholder surrenders to the Use of *A.* in Trust, that he shall hold the Land until he hath levied certain Money, and that afterwards he shall surrender to the Use of *B.* The Monies are levied, *A.* is required to surrender to the Use of *B.* He refuseth. *B.* exhibits a Bill to the Lord of the Manor against *A.* that he shall surrender; he refuseth: Now the Lord may seize and admit *B.* to the Copyhold, for he in such Case is Chancellor in his own Court. 1 *Leon.* 2. Or Relief may be had in Chancery. *Vide post.* 154, 155.

Present-

Presentment.

If the Surrender be made out of Court into the Hands of the Lord himself, which the general Custom will warrant; or into the Hands of the Bailiff, or of Two Tenants of the Manor, (which is warrantable only by special Custom) there must be a true Presentment of the Surrender in Court by the same Persons into whose Hands the Surrender was made, and the Admittance of the Lord must be according to the Effect and Tenor of the Surrender and Presentment. It is not an effectual Surrender till it be presented in Court; and therefore in Action on the Case on *Assumpsit*, in Consideration that the Plaintiff would surrender to the Defendant and his Heirs a Copyhold, according to the Custom of the Manor, the Defendant assented to pay 500 £ and for Breach of this Promise the Plaintiff brings the Action, and had a Verdict; but Judgment was arrested, because the Consideration on the Plaintiff's Part was not performed; for the Consideration was, that he should surrender the Copyhold to the Defendant and his Heirs, and he hath alledged the Surrender to be into the Hands of a Copyhold-Tenant of the Manor to the Use of the Defendant, which is no Surrender, until it be presented at the next Court; and so it is uncertain whether it shall take Effect or not. *Stile 256. Swan's Case.*

The *Presentment* by the general Custom of Manors is to be made the next Court-day after the Surrender; but by special Custom it may be at the Second or Third Day after; and by Roll, in *Jay's Case*, *Stile* 275. there is no certain Time for the *Presentment*, but as the Custom is, so that it be in the Life of the Tenant, and made by the same Persons that took the Surrender, and, in Points material, according to the true Tenor of the Surrender.

If one surrender out of Court, and die before *Presentment*; if *Presentment* be made after his Death, it is good. 4 *Rep.* 29. *Bunting's Case*.

If *Cestui que vie*, (that is) he to whose Use the Surrender is made, dieth before *Presentment*, yet upon *Presentment* made after his Death, his Heir shall be admitted. *Stile* 145. *Barker and Domban*.

Surrenderor dies before Admittance, his Heir may be admitted. 2 *Sid.* 38. 61. for he is in by the Surrender, and not by the Admittance. And when a Surrender is made to the Use of a Will, the Fee-Simple remains in the Surrenderor, and not in the Lord. *Li.* 4. 23, 28, b. 29.

The Custom is, That the Surrender should be presented at next Court, otherwise it should be void. One surrenders his Copyhold into the Hands of Two Tenants out of Court, upon Condition of Payment of Money *July* 25. after to be void. After he surrenders out of Court to the Use of J. S. the Money was paid before the 25th Day of *July*; then he surrenders to the Use
of

of a Third Person before the Payment at the next Court; the Two last Surrenders were presented, but not the first, and the Lord grants Admittances severally to these Two Persons: *Per Cur.* the second Surrender was good; for nothing by the Surrender out of Court was devested out of him that surrender'd, until the Surrender was presented; but he was absolute Owner to bring Trespass, or any other Action, and then that not being presented, and the second was presented, the first Surrender was void, and the second was good. *Jones* 306. 1 *Roll. Abr.* 500. *Burgess* and *Spurton*. *Cro. Car.* 233, 283. same Case.

Fines for Copyhold.

Fines due to the Lord upon Admittance, are not to be paid till Admittance, either upon a Surrender, or a Descent; for the Parties being admitted, intitles the Lord to a Fine. 4 *Rep.* 27.

Fines certain.

It was the Opinion of Chief Justice *Richardson*, there is scarce a Copyholder in *England*, but the Fines are uncertain; for if the Rolls make it appear, that at any Time a greater or lesser Sum was paid for a Fine; this makes the Sum uncertain: The ordinary Course to seach it, is by Bill in *Chancery*. *Litt. Rep.* 25. But Fines are certain in great Numbers of Manors. In *Allen* and *Abraham's Case*. 2 *Bulst.* 32. there is Diversity between Proof in case of Descent and Purchase. The Case was, Upon Not guilty in

in Ejectment, the Matter upon the Issue was about the Custom of a Copyhold Manor; Whether the Copyholders upon their Admittances have used to pay Fines uncertain, at the Will of the Lord; or certain, that is, the Value of Two Years Rent? To prove the Fines uncertain, the Plaintiff shewed divers Court-Rolls of Admittances upon Surrenders, and that the Fines taken by the Lords were not certain, but sometimes one, and sometimes another: *Per Cur.* to prove a Custom for Uncertainty of Fines, and not to be certain, as Two Years Rent, &c. there ought to be Court-Rolls, and that in Cases of Descents, for in Case of a Surrender or Purchase the Lord may take what Fine he will; but such Fines are no Proofs to prove Taking uncertain Fines by the Custom, but the same ought to be in Cases of Descents.

But where Fines are uncertain, yet the Lord cannot exact excessive Fines; and if the Copyholder deny to pay it, it shall be determined by the Opinion of the Judges before whom the Matter depends. *1 Brownl. 186. 4 Rep. 27. 1 Inst. 59, 60. Hob. p. 135.*

Copyholder brought Trespass against his Lord. The Defendant pleads, he had admitted the Copyholder, and had assessed a Fine of Twenty Nobles, and had appointed him to pay it to his Bailiff at his House within the Manor Three Months after, and alledged he had not paid it. The Plaintiff demurs, for that the Lord had not averred, the Fine was reasonable: But *per Cur.* the Lord is not bound to aver it, but it must

N

come

come on the Copyholder's Side to shew the Circumstances of the Case, to make it appear to the Court to be unreasonable; and so to put it upon the Judgment of the Court; the Copyholder, if he be Defendant, may plead Not guilty, and then it shall come in Evidence whether the Fine were reasonable, or not; and if the Court, where the Cause dependeth, adjudgeth the Fine exacted unreasonable, then the Copyholder is not compellable to pay it, for all Excessiveness is abhor'd in the Law.

Of Fines due by Copyholders to the Lord, some be by Change or Alteration of the Lord, and some by Change or Alteration of the Tenant.

If the Fine be due by the Alteration of the Lord, such Alteration must be by Act of God: For if the Lord do alledge a Custom within his Manor to have a Fine of every one of his Copyholds at the Alteration or Change of the Lord of the Manor, be it by Alienation, Demise, Death, or otherwise; this Custom is against the Law, as to the Change of the Lord by the Act of the Party, for by that Means the Copyholders should be oppressed by the Multitudes of Fines by the Lord's own Act, but where the Change groweth by the Act of God, as by the Death of the Lord, the Custom is good. *1 Inst. 59. b.*

But it is a good Custom, that the Copyholder had used to pay a Fine upon every Alteration of the Tenant, either by the Act of God, or the Act of the Party. *id. Ibid.*

Generally

Generally the Fine is to be assessed by the Lord, but in some Places the Custom is, That the succeeding Copyholder shall compound with the Lord for his Fine; and if he cannot compound, then the Homage of the Manor shall assess the Fine, as was the Case of *Ford and Hoskins. Cr. Jac. 368.*

Copyholder in Fee, surrenders to the Use of another for Life, when the Lessee dies, he shall not pay a Fine for his Admittance to the Reversion, for this continues always in him. *4 Rep. 23. Fitch's Case.*

If Copyholder in Fee, surrender to the Use of one for Life, the Remainder to another for Life, the Remainder to another in Fee, there is but one Fine due for the particular Estate, and the Remainders are but one Estate. *1 Rol. abr. 505.*

If the Fine be uncertain, Notice must be given before there is a Forfeiture; *aliter* if the Fine be certain, Time and Place must be ascertained, and Notice must be proved. *4. Rep. 27, 28.*

The Lord assesseth a Fine of 12*l.* to be paid by a Copyholder, and appoints it to be paid at his capital Messuage of the Manor Three Months after; and the Copyholder pretending the Fine to be certain, *viz.* Two Years Quit-Rent offered at the Day of Assessing the Fine, according to the Rent for Two Years, but at the Day appointed for the Payment thereof, cometh not thither to excuse his Non-payment, nor makes any other Refusal. *Per Cur'* this in Law is a Forfeiture of his Copyhold; but if he had come at the Day assigned for the Payment, and had

then tendered the Two Years Quit-Rent, being the Fine certain, (though not the Fine assessed) it had been no Forfeiture.

It is adjudged in the Case of *Dalton and Hammond, Moore 851*. If the Fine be certain, the Tenant is to bring it with him into Court, and pay it before Admittance; and if he be not ready to pay it, it is a Forfeiture. *Aliter* of the Refusal to pay an excessive Fine.

Where a Copyholder hath divers several Lands severally holden, by several Services by Copy, there the Lord may assess and demand Fines severally for every Parcel which is so severally held; for the Tenant may refuse to pay a Fine for the one, and so forfeit this, and yet pay the Fines for the others, and for every several Tenure the Lord ought to demand and assess a several Fine. 4 *Rep.* 28.

Note; Debt lies for the Lord against his Copyholder for the Fine. *Sid. p. 58. Wheeler and Honor.*

Of Copyholders being impleaded and impleadable in the Lord's Court.

Copyhold Lands are as the Demesnes of the Manor, and are the Lord's Freehold; and therefore are not impleadable, but in the Lord's Court. *Co. Jac. 559. Dimmock and Hilder.*

One recovered certain Copyhold Lands in the Court of the Lord of the Manor by Plaint, in the Nature of a Writ of Right:
A Pre-

• A Precept cannot be made and awarded out of the Court to execute the said Recovery, and to put him into Possession who recovered, with the *Posse Manerii*, for Force in such Case is not justifiable; but by Command out of the King's Courts he may. 2 *Leon.* 99.

A Woman recovered Dower of a Copyhold within the Manor, and 40*l.* Damages, and she brought Debt for the Damages in *B. R. Per Cur'*, It lies not, because the Court-Baron cannot hold Plea, nor award Execution, of 40*l.* Damages, though the Damages were there well assessed; and no Writ of Error or Faux Judgment lies upon such a Recovery of a Copyhold, but only a Petition to the Lord of the Manor; so that Copyhold Plaints are not within the Jurisdiction of the Court of King's Bench. *Moor*, num. 559. *Shaw* and *Tompson*.

If an erroneous Judgment be given in a Copyhold Court of a common Lord, in an Action in Nature of a Formedon, a Bill may be exhibited in Chancery in Nature of a Faux Judgment to reverse it. 1 *Roll. Abr.* 373. *Patesball's Case* in *Scaccario*, 1 *Inst.* 64. He cannot have the King's Writ of Faux Judgment in respect of the Baseness of the Estate and Tenure, being in the Eye of the Law but a Tenant at Will, and the Freehold being in another: But he may have a Petition to the Lord in the Nature of a Faux Judgment, and therein assign Errors, and have Remedy according to Law. 4 *Rep.* 21. *Brown's Case*.

Fenner said, He had seen a Record, 36 *H.* 8. where the Lord by Petition to him had for

certain Errors in the Proceedings reversed such Judgment given in his own Court.

Real Plaints in the Lord's Courts are in this Form: *A. de B. queritur versus C. de D. de placito terre videlicet de uno messuagio Quadragint' acr' terre, &c. cum pertini & fecit protestationem sequi querelam tam in natura brevis Dom' Regis Assise mortis antecessoris ad Communem Legem aut in natura brevis de forma donationis in descendere ad communem Legem, (and so the Nature of other Writ, Plegii de prosequend', &c.)*

Forfeitures of Copyholds.

There are several Causes of Forfeitures, in respect, 1st, Of the Act or Operation of the Law. 2^{dly}, By Act of the Party, as *Non-feasance*, or *Misfeasance*.

Also there is a real and personal Forfeiture of Copyhold Lands; a real Forfeiture as committing Waste, &c. This need not be found by the Homage: But a personal Forfeiture, as refusing to pay the Lord's Rent, &c. must be found by the Homage. 4 Leon. Case 382.

It is a Forfeiture at the Common Law for a Copyholder to cut down Trees without a special Custom so to do. *Cro. Eliz.* 292, 498.

A Copyholder may without Custom cut off the under Boughs, which cannot cause any Waste but the Cutting off the top Boughs will cause the Putrification of the Trees, &c. *Cro. Eliz.* 361.

Neither can Copyholders have such *Boots* as Tenants for Life or Years, unless by Custom. *Vide Cro. Eliz.* 5. *vide post*.

If a Copyholder be to pay a certain Rent yearly by his Copy to the Lord, and the Lord comes upon the Land, and demands the Rent at the Day, if the Copyholder being present refuseth to pay it, this is a Forfeiture; but if the Copyholder aver he hath not his Rent ready, this is not any Forfeiture, for the Lord may distrain. 1 *Roll. Abr.* 506. *Cro. El.* 505.

1. Non-
feasance in
Non-pay-
ment, &c.
Raym 42.

There ought to be a Demand of the Copyholder to make a Forfeiture: The Lord demanded the Rent of his Copyholder; and he answered, That he had it not with him then, but that he would pay it as soon as he could. The Lord said, Pay it at my House such a Day, which House was within the Manor. It was resolved, the first Words were not any Forfeiture; but when the Lord assigned him a Day certain, at which Day he pays it not, this Failure amounts to a wilful Refusal, and so was a Forfeiture; but had the Place been out of the Manor, it had been no Forfeiture. *Latch* 122. *Grey and Ulisses*.

Demand,
&c.

Non-payment of a Fine is no Forfeiture of a Copyhold Estate, unless there be a Demand and Denial of it: Also the Unreasonableness of a Fine must come on the Tenant's Part. *Hob.* 135.

Bargainee of a Manor by Deed indented and inrolled, shall not take Advantage of the Forfeiture of a Copyhold for Denial of Payment of Rent to him, without Notice given to the Copyholder of the Bargain and Sale: Agreed for Law in *Francis's Case*. 8 *Rep.* 92 b.

Copyholder, before any Rent due, saith,
He will not pay any Rent to the Lord here-

after ; or that when a Court is to be holden, that he will not appear to do any Suit at the Court of the Lord ; these are no Forfeitures: But if his Rent being due, he denies it, or when the Court is holden, he saith, he will not do any Suit, the same is a Forfeiture. *Sir Charles Halton's Case* cited. 3 *Leon.* 108. *Tavernor and Cromwel.*

The Lord must demand a Fine of his Tenant at the Time it grows due, or some Time after, of the Person of his Tenants, or else it is no Forfeiture. *Maor, num.* 851. *Dalton and Hammond.* Cr. *El.* 779. where a Fine is certain, no Notice or Demand is necessary. 1 *Keb.* 154.

Mod. Cases
468.

If a Fine by the Custom of the Manor be certain upon the Admittance of a Copyholder, if the Lord demand this Fine, and the Copyholder refuseth to pay it on Demand; this is a Forfeiture presently without Presentment. *Aliter* of a Fine uncertain. 1 *Roll.* *Abr.* 507.

The Lord comes to the Copyholder and requires him to do his Services, viz. such and such ; and the Copyholder answers, You shall have them if they are due by Law, but it shall be tried at Law first. This was adjudged to be no Forfeiture. *Latch* 122.

Non-ap-
pearance at
Court.
Mod. Cases
468.

The not appearing at Court is a Forfeiture. A Copyholder said, If it were a Court he would appear ; if none, he would not: Tho' this appear to be a Court, yet it is no Forfeiture, because, it is no wilful Contempt. 1 *Keb.* 25.

If a Copyholder in Fee withdraw his Suit for many Years to the Court of the Lord, no Warning

Warning being alledged to be made by the Lord to him when he held his Courts, it is no Forfeiture, it is only a Negligence. *Aliter* if he had been warned, and then had refused. 1 *Roll. Rep.* 256. *Adam's Case*.

If the Copyholder doth not come to the Court of the Lord after a particular Summons made to their Persons, this was adjudged a Forfeiture, without expresse Refusal. *Noy. 5. 1 Rep.* 429.

General Warning within the Parish is sufficient; for if the Tenant himself be not Resident upon his Copyhold but elsewhere, his Farmer may send Notice to him of the Court.

If a Man be so weak that he cannot travel without Danger, &c. or if he have a great Office, &c. these shall excuse his Non-appearance. 1 *Leon.* 104. *Sir John Branch's Case*.

The Custom was, If any Copyholder in Fee die seised, and his Heir comes not at the next Court, and claims the same Tenants, and prays to be admitted to them; then a publick Proclamation shall be made in full Court, that the Heir shall come to Court to claim, and be admitted, and so at two other ensuing Courts the like Proclamation; and if the Heir come not, then the Lord to seise them as forfeited. *Per Cur'*, This Custom and Non-claim shall not foreclose the Heir which was beyond Sea, at the Time of the Proclamation made; for by Intendment of Law, he cannot have Notice: But if the Heir had been within the Realm at the Time of the first Proclamation, and after goes beyond Sea, the other Proclamation shall bind him, though

though he be beyond Sea at the Time of the other Proclamations made, for he shall not defeat the Lord by his own Act. 6 Rep. Sir R. Lechford's Case. Cr. Jac. 216.

Proclamation whereby the Lord claims Forfeiture, ought to be proved *Viva voce*, and not only by the Court-Rolls. 1 Keb. 282.

If a Jury or Homage of the Manor, after Oath taken to present the Articles of the Court, refuse to make Presentment according to their Oath, if they are Copyholders, this is a Forfeiture of their Estate. Dyer 211.

2. Miscal-
lance.

As to Miscalances, what Acts made or done by a Copyholder, shall be a Forfeiture.

Note ; Every Act that makes a Forfeiture ought to be,

1. To the Dishonour of the Lord.

2. A voluntary Act against the Custom ; therefore a Trespass on the Demesne of the Lord is no Forfeiture.

Making
Leases, &c.

For the Lord of a Manor to take Forfeiture by Reason of a Lease not warranted, there ought to be direct Proof made of a Lease certain, with Beginning and Ending certain ; and the Oath of a Stranger in the Lord's Court to the Homagers, that a Copyholder had made a Lease for 10 Years, that so the Homagers may find and present the Forfeiture, shall not be of Force, especially the Copyholder continuing in Possession, and dying seised of his Copyhold Estate. 1 Bulst. 189. Hamlen's Case.

If a Copyholder for Life agrees to make three several Leases by Indenture, the one
to

to commence after the other, there being two Days, the End of the first, and the Commencement of the second, and so between the second and the third, and after he executed them at one Time, this is a Forfeiture; for this is apparent Fraud, and a greater Estate than one Year passeth presently. 1 Roll. Abr. 508.

A Lease for three Years by Parol is a Forfeiture, whether the Lessee enter or not, and this for the unlawful Contract made to the Disherison of the Lord; and a Lease to commence at a Day to come, is a Forfeiture, because it is not avoidable by any of the Parties. Moor 508. East and Harding. Hetly 122.

A Lease for Years of Copyhold Land by Indenture or Parol is a Forfeiture, unless there be an expresse Custom to warrant it.

A Surrender by Tenant for Life to another in Fee, is no Forfeiture. Moor, num. 983. Oldcot's Case.

If a Copyholder commit Waste against the Custom of the Manor, it is a Forfeiture. 4 Rep. 2. Clifton's Case. Waste.

Negligent Waste is not a Forfeiture without a Custom. Het. 51. Farmer and Ward; and yet if a Copyholder suffer the House to decay, it is a Forfeiture. 1 Roll. Abr. 508. Rastal and Turner. Aliter, If a Stranger commit Waste without the Consent of the Copyholder. 4 Rep. 27. Vide 1 Inst. 53.

Note; The Lord cannot cut down all the Timber-Trees, but ought to leave sufficient for Reparations. 12 Co. 68. a.

And a General Action of Trespass lies by a Copyholder of Inheritance against his Lord, Quare clausum fregit & arboris succidit, for Custom

from hath fixed it to his Estate against the Lord, they being fixed to the Lands; and the Copyholder (*viz.* of Inheritance) may cut them for necessary Repairs. 12 Co. 68, 69.

Also, If a Copyholder, paying his Rent and doing his Services, be ejected by his Lord, he shall have Trespass against him. 4 Co. 22. a.

If a Copyholder fell Trees for the Reparation of the House, it is no Forfeiture; but an Act afterwards, as selling them, may work a Forfeiture. 7 Rep. 76.

If there be no Custom to the contrary, Waste either by Permission or Voluntary of a Copyholder is a Forfeiture. 1 Inst. 83.

If a Copyholder convert Part of the Land into a Piscary, it is a Forfeiture.

The Manuring or Converting of Land to Hop Ground, was agreed to be a Forfeiture.

Rescous. Rescous by a Copyholder is a Forfeiture.

Replevin. If a Copyholder bring a Replevin, it is a Forfeiture. 1 Roll. Rep. 48. *Warn and Sawyer.*

Outlawry. A Copyhold is not forfeited by Outlawry in a personal Action; for the Lord is not to be prejudiced by it, and yet the King shall have the Profits.

Acts of the Husband. Feme Copyholder of Inheritance takes Husband, Husband makes a Lease for Years, the Lord enters for a Forfeiture. Husband dies, Wife dies, the Heir of the Wife enters, and his Entry was adjudged lawful. *Palm,* 387. *Saurn and Smith.* 2 Roll. 344.

A seised of a Copyhold in Fee, in Right of his Wife, surrenders it to a Stranger, whom the Lord admits; the Husband and Wife die, and the Heir enters; and adjudged lawful; for

for the Surrender here made no Discontinuance, and a Diversity was taken between a Surrender of an Estate for Life, and an Estate in Fee: In the one the Estate is drowned in the Lord by the Surrender, in the other not; but is transferred to him to whom it is made. *Popb. 39. Moore's Case 813.*

Where the Custom of the Manor is, That the Wife of a Copyholder shall have her Widow's Estate, if she die seised, if he after Marriage, and before his Death, surrenders his Estate into the Hands of the Lord, to the Use of another, and dies, although the Surrendree is not admitted till after the Death of the Surrendror, yet the Wife shall be barred, because she can claim nothing of her Widow's Estate, but upon her Husband's Dying seised; so that the Husband must be a perfect Copyholder at the Time of his Death, which was not in this Case, because he had surrendred in his Life-Time, and so had no Estate in Law left in him at the Time of his Death, out of which her Customary Estate could arise. *Hill. 5 W. & M. in B. R. vide 1 Salk. &c.*

A Copyholder's Widow who hath an Estate for her Life, during her Life sows the Land, and then takes Husband, the Lord shall have the Corn, and not the Husband, because her Estate is determined by her own Act, &c. *5 Co. 116. a.*

If a Feme Copyholder for Life takes Husband, who commits a Waste, this shall bind the Wife; and the Difference as to this and the Husband's Making a Lease, is a Waste; the Forfeiture goes to the Inheritance of a Wife, which continued for ever. But in *Sa-*

vern and Smith's Case, Palm. 397. this Forfeiture determines with the Lease ; but if a Stranger commits Waste without the Assent of the Husband, it is no Forfeiture. *Per Dodderidge*: Where the Copyhold came to the Woman after Coverture, his Forfeiture shall not bind her ; for then it cannot be said it was her Folly to take an Husband that would forfeit, &c. *Vide 4 Rep. 27. Clifton's Case.*

Who shall take a Forfeiture, and when.

Lessee for Years of a Manor shall take Advantage of a Forfeiture committed by a Copyholder.

Feoffment.

If the Lord of a Copyholder for Life Lease the Copyhold for Years, to commence after the End, Forfeiture, or Determination of the Life, and after Tenant for Life commits a Forfeiture by making a Feoffment ; if the Lord will not enter for the Forfeiture, the Lessee for Years may. *Roll. Abr. 858. Merc and Ridcall.*

Note ; Presentment is not of Necessity, but the Lord may take Advantage of the Forfeiture before Presentment. *3 Keb. 681. Vide ante 148, & 157.*

Presentment is for the Lord's better Instruction of the Title, and to give the Lord Notice, and not to entitle him ; he may take Notice of it if he will, without Presentment. *Latch 227.*

If a Copyholder make a Feoffment of one Acre of Land, Parcel of his Copyhold, all the Copyhold is not forfeited by this, but only this Acre. *41 El. B. R. Fuller and Terry.*

But

But if a Copyholder cuts down a Tree ^{Waste} which grows upon one Acre of Land, Parcel of his Copyhold, this is a Forfeiture of all his Copyhold, for that the Trees are to be employed in Building and Reparation of the Houses, and by the making such Waste all the Copyhold is impaired. *3 Keb. 641. Paschal and Wood.*

Tenant *pro* Life, Remainder in Fee of a Waste. . Copyhold : Tenant *pro* Life commits a Forfeiture by Waste, and the Lord enters ; this shall not bind him in Remainder, but the Lord shall hold it during the Life of Tenant *pro* *vic.*

If a Copyholder let for Years by the Li- ^{Feoffment:} cence of the Lord, and after the Lessee makes a Feoffment, this shall forfeit only his Estate, and not the Estate of the Copyholder. *1 Roll. Abr. 509.*

A Copyholder for Life commits Felony, and ^{Felony.} is attainted thereof ; he in Reversion enters, the Copyholder is pardoned : The Forfeiture is not to the Lord, but to him in the Reversion, because the Estate for Life was determin'd by the Attainder ; for a Copyholder in the Eye of the Law is but a Tenant at Will, for by the Attainder he cannot hold an Estate ; but of this Determination the Grantee in Reversion shall take the Advantage. *3 Lev. 94. Vide 1 Lev. 163. & Lib. 2. 107. a.*

The Lord cannot seise for the Forfeiture ^{Seifure.} of a Copyhold Estate without a Custom ; but he may seise till the Heir comes of Age, without a Custom. *1 Lev. 63.*

Upon a Forfeiture of a Copyhold, the Lord may grant the Copyhold before Sep-
fure ;

Admittance.

sure ; because this is a Determination of the Will, and is immediately in the Lord as in his Reversion. 1 Lev. 26. Vide 3 Lev. 94.

Dominus pro tempore of any legal Title, although at Will, may admit a Copyholder after a Forfeiture, and it is good, for he may make voluntary Grants : But a Lord by Tort or Disseisin cannot by such Admittance purge the Forfeiture, as to the Interest of the rightful Lord. 1 Lev. 26, 27.

But a Lord, who is a Disseisor, may admit the Heir of a Copyholder upon a Discent, and it shall bind the rightful Lord.

What will extinguish a Copyhold.

A Copyholder accepts to hold his Land by Bill under the Lord's Hand, and not by Copy ; this determines the Copyhold. 1 And. 199. Colman and Bedel.

If a Copyholder Grants or Releases to his Lord, this is said to extinguish the Copyhold, although it be contrary to the Nature of a Release to give a Possession. Hutton 81. vide *ibid.* Latch. 213. Calth. 97. 2 Sid. 19. Moor Case 330, &c.

The Lord of a Manor sold Lands which were held by Copy to a Purchaser in Fee, and afterwards the Copyholder released to the Purchaser. Adjudged the Copyhold was extinct. 1 Leon. 102.

So if a Copyholder accepts a Feoffment of his Copyhold, or joins with the Lord in a Feoffment of the Manor. Godb. 101.

Where

Where Copyhold Services shall be extinguished. See 8 Co. 102. 6 Co. 1.

But for a fuller Explication of the Law touching Copyholds, see *Lilly's Abridgment*, *Nelson's Abridgment*, and *Danvers's Abridgment*, Tit. Copyholds; as also *Nelson's Lex Maneriorum*, the Learning whereof being very large, I shall proceed to shew the *Method*.

A Lease for Years or Life, will extinguish a Copyhold Estate: *Contra* of a Lease at Will. See 4 Co. 31. 2 Co. 16. 1 Leon. 170. Cart. 6. 7.

If a Copyhold Estate be forfeited, or escheat to the Lord, or otherwise come to the Lord's Hands, if the Lord leases it for Years or Life, this can never be granted again by Copy; but if the Lord keeps the Lands in his own Hands, or demises them at Will, he may in such Cases regrant them again at his Pleasure. *Li. 4. 31. a.*

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THE

THE
METHODO
Of holding a
COURT-BARON
FOR THE
Trial of Actions;
AND



*Of the First Proceſs, Declarations,
Pleadings, Judgment and Execution
therein: Together with the Nature
and Kinds of Actions uſually there
brought, and Variety of Precedents re-
lating thereto.*

HAVING before treated of the Uſual
and ordinary Buſineſs of *Courts-Leet*
and *Courts-Baron*, I ſhall here ſubjoin
ſome Obſervations touching the Extraordi-
nary Buſineſs of a *Court-Baron*, viz. *The Me-
thod*

Method of Trial of Causes therein: And herein first observe, That Courts-Baron have generally a Power or Authority to determine Matters of *Munus & Tuum* arising within their Jurisdiction, as Debt or Contract, &c. where the Cause of Action is under 40 s. and where a Matter of Freehold is not in Question: Yet of late this Authority is seldom executed in some Manors; for that Courts-Baron, which at first were held every three Weeks, are now held no oftener than Courts-Lect, *viz.* twice in the Year. But for that many Manors still retain their ancient Power and Authority in this Particular, I think it may be of some Use to lay before you the Method of Proceedings therein.

The Method of holding a Court-Baron for this Purpose is thus: First, enter the Scile of the Court, *viz.*

Man' de S. } Cur' Baron C. D. Nr Dñi
in Com' D. } *Cur' Baron C. D. Nr Dñi*
Mañii pñdia' ihm tñt
diecimo die Septemb'is Anno Regni, &c.
cozam W. B. Seneschallo Cur' Mañerii
pñdia'.

Then command the Bailiff to make Proclamation, (*i. e.* say *Oyes* twice) and then to say,

“ All Manner of Persons that have been
“ summoned to appear here this Day, or have
“ any Thing to do at this Court, draw near,
“ and give your Attendance.

Then let the Bailiff make Proclamation again, *as before*, and say,

“ If any Man will enter any Plaints, let
 “ them come forth, and they shall be heard.

And if any appear, and make their Plaints,
 enter the same after the following Manner,
 leaving about a Thumb's Breadth or more be-
 tween each Plaint, that so you may have
 Room to insert Appearances, Defaults, Amer-
 ciaments, &c.

A. B. queritur de C. D. placito Debiti
 39 s. 11 d.

A. B. queritur de E. F. de placito
Trāsgꝛ super Casum ad Dampnum
 38 s. 10 d.

C. D. queritur de G. H. de placito quod
reddat bona & catalla ad valenc
 28 s.

H. I. queritur de J. S. de placito
Trāsgꝛ & Insult, &c. ad Dampnum
 30 s.

Having enter'd the Plaints, you are to call
 the Plaintiff three Times, thus:

“ *A. B.* appear, or thou losest thy Plaint.
 [And so of the rest.]

If the Plaintiff appear by his Attorney, then
 enter the Warrant of Attorney, *viz.* his Name;
 or the two first Letters thereof, over the Name
 of the Plaintiff.

Then call the Defendant thus, three
 Times:

“ *C. D.* (or *E. F. &c.*) appear and answer
 “ to *A. B.* in an Action of *Debt*, (or *Trespals*
 “ on the Case, or *Trover*, &c. as the Case
 “ is) or thou forfeitest thy Goods distrained
 “ and

“ and further Procofs will be awarded againſt thee.

If the Defendant appear, then enter his Appearance after the Plaint, viz. C. D. (or E. F. or G. H. &c.) *comperuit*.

Note; The Plaintiff hath Time to declare till the next Court-Day after the Defendant's Appearance; and the Defendant imparls until the next Court-Day after, when he is to plead, &c.

When the Defendant hath put in his Answer, if the Plaintiff join Iſſue thereupon, they may proceed to Trial the next Court-Day, viz. if they proceed not further by Replication, Rejoinder, Surrejoinder, Rebutter, Surrebutter.

If they be at Iſſue, then ſend out a *Venire facias*, directed to the Bailiff, to ſummon a Jury, thus:

Man' de S. } **W**. B. Senefchallus Ma-
in Com' D. } nerii p^r Balliva ejus-
dem Manerii ſalutem. Tibi Mando
quod Venire fac duodecim probos & lega-
les homines de Balliva tua, quod ſint &
compareant ad p^ror' Curiam tenend' pro
Manerio p^redia' apud Domum Manſo-
nal ibm die Lune, &c. ad horam Pra-
vam ante Meridiem ad triand tales ſepa-
rales Exitus inter partes & partes quae
les ad tunc & ibm illis p^rcept' fuerint
(or, ad triand Exitus junct' inter M. B.
Quer' & C. D. Vel' de placito Debiti,
&c.) Et hoc nullatenus omittas. Dat'
apud S. p^redia' (tali Die).

Per W. B. Senefchall' ibm.

Of Courts-Leet,

And when the Panel is return'd, enter on the Head thereof thus: *Juratores inter A. B. Quer' & C. D. Def' de placito Debitt,* (or as the Case is.)

When the Jury are brought to the Bar, bid the Bailiff make Proclamation (twice) and say,

" You good Men that be here impa-
 " nell'd, to try the Issue between *A. B. Plain-*
 " tiff, and *C. D. Defendant*, answer to
 " your Names every Man at the first Call,
 " upon the Pain and Peril that shall fall
 " thereon.

If Twelve appear, then swear them one by one in this Manner:

" You shall well and truly try the Issue
 " joined between the Parties, (or between
 " *A. B. Plaintiff*, and *C. D. Defendant*)
 " according to your Evidence. *So help you*
 " *God.* [And so Kiss the Book.]

And as they are sworn, enter before every Man's Name, *Jur'*, i. e. *Juratus est*; and being all sworn, bid them stand together, and hear their Evidence.

Then call the Witnesses, and as they appear to give Evidence, swear them severally, thus;

" The Evidence that you are to give to
 " this Inquest, touching the Matter in Va-
 " riance, shall be the Truth, the whole
 " Truth, and nothing but the Truth. *So help*
 " *you God.*

And after all the Evidence is given, then let the Jury depart to agree upon their Verdict; and when they are agreed, and return'd into Court, let the Bailiff call 'em over

over, and every Man answer to his Name distinctly.

Then ask them, If they are all agreed on their Verdict.

To which the Jury reply, *Yea*.

Who shall say for you?

Jury. The Foreman.

Then call the Plaintiff three Times, thus:

" *A B*. appear, or thou lovest thy Plaintiff.

A upon the Plaintiff's Appearance, ask the Jury thus:

" *Gentlemen*, Do you find for the Plaintiff,
" or for the Defendant?

And if Jury reply, *For the Plaintiff*; then ask them, What Damage do you assess?

Jury reply, *Sixpence Damages*.

Then say, " Harken to your Verdict;
" you say you find for the Plaintiff, and as-
" sess Damages Six-pence, and Costs of Suit
" Six pence, and so you say all.

The Jury reply, *Yea*.

Then bid the Plaintiff pay the Jury, and so enter the Verdict.

And proceed to Trial of other Issues in like manner.

Note; If the Verdict find Matter incertainly, it is insufficient, and no Judgment ought to be given thereupon; as if an Executor pleads *Plene administravit*, and Issue is joined thereupon, and the Jury find that the Defendant hath Goods in his Hands to be administered, but do not find of what Value; this is incertain, and therefore insufficient.

Also a Verdict that finds Part of the Issue, and finds nothing for the Residue, is insuffi-

Of Courts-Leet,

cient for the Whole; because they have not tried the whole Issue wherewith they stood charged: But if the Jury give a Verdict of the whole Issue, and of more, that which is more is only Surplusage, and shall not stay Judgment; for *Surplusagium non nocet*.

The Court being ended, adjourn it to another Day, when you intend it shall be kept; commanding the Bailiff to make Proclamation of Oyes, and to say,

“ All Manner of Persons that have any
 “ more to do at this Court, let 'em come
 “ forth, and they shall be heard; otherwise
 “ they and every one else may depart for
 “ this Time, and keep their Hour here on
 “ — day, the Fifth Day of — next, by
 “ 9 of the Clock in the Forenoon.

Note; After the Court is ended, the Defendant being condemn'd by Verdict, and the Judgment enter'd as aforesaid, a *Fieri Facias* shall then be awarded to levy the Condemnation, *i. e.* the Debt, Costs and Damages, on the Defendant's Goods: And his Goods shall be taken by Virtue thereof, and may be appraised and sold to satisfy the Plaintiff. And in case the Defendant hath no Goods whereupon Levy may be made, then the Plaintiff hath no Remedy in this Court, for it being no Court of Record, no *Capias* lies therein: But in such Case the Plaintiff may bring an Action of Debt at Common Law, and declare upon the Judgment recovered and entered in this Court.

of

Of the first Process of this Court, and subsequent Proceedings thereupon.

The first Process here is a Precept taken ^{Summons.} out by the Plaintiff, for any Debt or Damages under forty Shillings, arising within the Jurisdiction of the Court; which Precept is returnable at the next Court; and is a Summons for the Defendant then to appear and answer the Demand of the Plaintiff; and the Plaintiff is then to appear also by his Attorney. This Summons being duly served, if the Defendant does not appear accordingly, the Plaintiff may on Request have farther Process against him, *viz.* an Attachment or *Disfringas* to attach his Goods; and if he appear not upon the first Attachment, then the Plaintiff may have an *Alias*, and then a *Pluries*, and so *in infinitum* against him, until he do appear either in Person, or by Attorney, to answer the Action and defend the Suit. <sup>Attach-
ment, &c.</sup>

When the Defendant appears, the Plaintiff <sup>Declara-
tion.</sup> is to file his Declaration, and therein shew his Cause of Action or Matter of Complaint, and at what Time, and in what Manner the Debt or Duty accrued, or at what Time and Place the Wrong was done, and shew the Damages he hath sustained by such Wrong; which Debt, Duty or Damages, must be laid under Forty Shillings, or this Court cannot proceed therein.

And herein let the Attorney for the Plaintiff be diligent and careful in taking right and full

full Instructions, and inform himself of every Thing which is materially incident to his Client's Case, that so he may know what manner of Action is most proper to be brought, and how to proceed in, and manage the same.

Count.

A Declaration is sometimes call'd a *Count*, as a Count in Debt, a Count in Trespass, a Count in Slander, &c. But a Count is more properly used in real than in personal Actions; and a Declaration more applied to personal than real Actions.

Certainty,
&c.

A Declaration ought not to shew any Thing by Implication; and what is necessary to maintain the Action, must be certainly and expressly alledged therein; and therefore, if an Action of the Case be brought upon an *Assumpsit*, the Plaintiff must declare upon the whole Promise made, and not upon any Part thereof in certain, shewing the rest by Implication, for such Declaration is not good.

In Time,
&c.

Also if the Declaration suppose the Action to be brought before the Cause of Action accrued, the Defendant may take Advantage thereof, by Demurring thereto; but if a Trespass be done the Fourth of *May*, and the Declaration suppose it done the First or Fifth of *May*, when indeed no Trespass was done, yet if upon Evidence it appears to be done before the Action brought, it sufficeth. 19 H. 6. 47. 5 E. 4. 5. 21 E. 4. 66.

Therefore in Actions of Debt upon *Emisset* for Wares sold, or for Money or other Things lent, or upon an *Infirmus computasset*, or Trespass, Battery, or Action on the Case, &c. you

you are not tied to lay the certain Day in your Declaration, but may lay it at any Time after the Cause of Action accrued. After the Action accrued. And Littleton says, That the Jury may find the Defendant guilty at another Day than the Plaintiff supposeth; for the Law more respects the Effect and Substance of the Matter, than every Nicety of Form and Circumstance.

If there be Words in a Declaration which have no Signification, and are superfluous, the Words shall be adjudg'd to be void Words, and shall not hurt, but be taken as if they had been wholly left out of the Declaration, *Superflua enim non nocent.* Words superfluous, &c.

If the Plaintiff do alter his Declaration after Plea pleaded, the Defendant may alter his Plea, for by the Amendment of the Declaration it may be so altered in Matter, that it may require a different Answer from what was formerly pleaded; and in that Case, if the Defendant could not amend his Plea, he might be trick'd for Want of a good Plea. Declaration amended.

It has been accustomed in many Places in Actions of Debt here, for the Plaintiff to file a Declaration according to the Cause of Action; and after the Third Attachment for the Defendant's not appearing, to sue out a *Venditioni exponas*, to sell such Goods as have been taken upon the Three Attachments: Which is done for this Reason, That when the Defendant will not appear, the Plaintiff may receive the Value of the Goods distrain'd towards Satisfaction of his Debt and Costs; for else the Goods would remain *Venditioni exponas.*

main in the Bailiffs Hands, and the Plaintiff have no Benefit by the said Attachment. The Form of the *Venditioni exponas* may be thus :

Manerium **W.** B. Beneschallus Maner-
de S. **W.** rii p^r Balibo ejusdem
Manerii Sal^m. Mando tibi q^d unum
Juvencum (Anglice, a Steer) per te capt:
& appretiar ad Viginti Solidos de Bo-
nis & Catallis C. D. venditioni exponas,
Eo q^d idem Juvencus Attachiat fuit ad
sectam N. B. in placito Debiti super de-
mand^o de trigintis & novem solidoz^u &
ad Curiam istam tene die — &c. predic-
tus C. D. licet secundum Consuetudinem
hujus Curie solempniter exactus fuit non
comperuit per q^d secundum Consuetud^{em}
ejusdem Curie a tempore cujus contraxit
memoria hominum non existit idem Ju-
vencus solvissatus est, &c. q^d denarios il-
los habeas ad proximam Curiam ibidem
tenend^u die — &c. p^r futur^u ad satisfac-
ciend^u prefato N. B. de debito p^rdicto. Et
habeas ibi hoc p^rceptum, & qualiter Ex-
ecutionem inde fecisti. Dat^u sub sigillo
meo (tali Die & Anno).

Per W. T. Beneschall ibm.

If after the first Process of Summons is executed the Defendant appears, and the next Court after gives a Rule to declare, and the Plaintiff doth not file his Declaration within the Time; then upon such Default the Plaintiff is nonsuited, and the Defendant may have his Costs to be taxed by the Steward,
for

Nonsuit.
Costs tax-
ed.

for which Taxing there is nothing due to the Steward, but he receives Two Shillings for entering the Judgment, and Two Shillings more for the Execution.

In every Case where the Plaintiff may have ^{In what} Costs against the Defendant, there if the ^{Cases.} Plaintiff be nonsuit, or a Verdict pass against him, the Defendant shall his Costs, as in Debt, Trespass, Covenant by Specialty or upon Contract, Actions upon the Case or upon the Statute, for personal Wrongs. But Executors or Administrators shall not pay Costs, either upon Nonsuit or Verdict, because their Actions are not founded upon Debts or Contracts made to themselves: But if they bring Actions for Things done to themselves, as for taking away of Goods from them, &c. and they be nonsuit, or Verdict be against them, in such Case they shall pay Costs.

After the Plaintiff hath appeared, and the Declaration is filed, upon the Appearance ^{Impar-} of the Defendant an ^{lance.} *Imparlance* is to be entered. An *Imparlance* is, when the Defendant being to answer the Suit or Action of the Plaintiff, desireth some Time of Respite, the better to advise himself of what he is to plead in Answer, and which in Law is nothing else but a Continuance of the Cause over to a further Day, at the Request of the Defendant.

But a *Continuance* is properly when a Suit is ^{Continu-} commenced, and the Plaintiff hath declared, ^{ance.} He must continue his Suit from Court-Day to Court-Day, or else the adverse Party may take Advantage of it; this being only the
Pro-

Proroguing of a Suit from Time to Time to keep it in Being, and is by the Act or Order of the Court, and sometimes by Agreement of the Attornies on both Sides.

Dies Datus. A *Dies Datus* is when a further Day is given by the Court, either to the Plaintiff to put in his Declaration, or to the Defendant to put in his Answer. The Rule or Day given is usually the next Court-Day, but if there be then Occasion, Fourteen Days more, or longer Time may be given, and this is always the Act of the Court.

Pleadings. As to Pleadings, observe, That the next Court after the Declaration filed by the Plaintiff, and an Imparance given to the Defendant, the Defendant is to put in his Plea or Answer which he pleadeth or saith in Bar, or to avoid the Action of the Plaintiff, either by Confessing and Avoiding, or Traversing and Denying the material Parts thereof: To make this Plea legal, it must be full and perfect in Answer to the Declaration for a defective or insufficient Plea is in Law no Plea.

The Method and Order.

In Abatement.

And *Note*; In good Pleadings the Law requires Four Things, *viz.* Verity, Certainty, order, and Congruity, and in some Cases and Actions the Manner and Form is to be observ'd; also in good Pleading this Method is requisite. *1st.* To plead to the Jurisdiction of the Court. *2^{dly}.* To the Person of the Plaintiff or Defendant. *3^{dly}.* To the Count or Declaration. *4^{thly}.* To the Writ. *5^{thly}.* To the Action of the Writ: And, *6^{thly}.* To the Action it self in Bar thereof. The Five former are commonly called Pleas

Pleas in *Abatement*, and the latter a Plea in *Bar*.

The Causes of Abatement of the Writ are, ^{Of the Writ.} when the Plaintiff or Defendant is dead; Want of sufficient Matter in the Declaration, or not certainly alledg'd; the Name or Place of the Plaintiff or Defendant mistaken; Variance between the Writ, Specialty and Record; apparent Repugnancy in the Writ, Count, or Declaration; but not after Imparance you cannot plead in Abatement.

If you plead Disability in the Person, as ^{Person.} that the Plaintiff is an Alien, or outlaw'd, or attainted, &c. before you except to the Jurisdiction of the Court, as that the Cause is ^{Jurisdiction.} of Right triable in another Court, you cannot afterwards plead to the Jurisdiction, for a Plea to the Jurisdiction ought to be first pleaded.

The Person himself must plead *Misnomer* ^{Misnomer.} of himself or Place of Residence, by coming personally into Court; for a Plea of *Misnomer* ought not to be pleaded by Attorney.

The Defendant's Plea must answer to every ^{Demurrer.} particular Part of the Plaintiff's Declaration, otherwise it is good Cause of (a general) Demurrer.

If the Defendant can have no Advantage ^{Pleas in Bar.} by Pleading in Abatement, or by Demurring, he may afterwards plead in Bar of the Plaintiff's Action, *viz.* a Release, Acquittance, Acceptance of other Things, Tender of Amends, Concord or Accord, Arbitrament, former Judgment or Recovery, Statute of Limitations,

Limitations, Disability of the Plaintiff, Privilege of the Defendant.

Replication.

If an Issue be not joined upon the Defendant's Answer or Plea in Bar, then the Plaintiff is to file his Replication to the Plea or Answer of the Defendant, which Replication must affirm and pursue the Declaration.

Rejoinder.

Then the Defendant must put in his Rejoinder to the Plaintiff's Replication, wherein the Defendant must pursue and confirm his former Plea; for every Replication ought to have Two Properties specially, *viz.* to follow and enforce the Matter of the Plea in Bar, and sufficiently to answer the Plaintiff's Replication.

Surrejoinder.

And if the Parties be not at Issue by reason of some new Matter disclos'd or proposed in the Defendant's Rejoinder, then the Plaintiff may surrejoin to the Defendant's Rejoinder; which Surrejoinder is a second Defence of the Plaintiff's Declaration, and opposes the Defendant's Rejoinder.

Rebutter, &c.

To which Surrejoinder the Defendant may put in a Rebutter, and if new Matter be offered in such Rebutter, the Plaintiff may put in a Surrebutter thereto; and the Rebutter is to follow and enforce the Rejoinder, and the Surrebutter to enforce the Surrejoinder, and answer the Rebutter. But 'tis very rare that any Cause proceeds as far as a Rebutter before an Issue in Fact, or a Demurrer in Law be joined, the former being to be determined by a Jury, and the latter by the Court.

For whenever the Counsel of the one Party are of Opinion that the Declaration or Plea of the adverse Party is insufficient in Law, then he demurreth or abideth in Law, and referreth the same (the Facts being agreed on both Sides) to the Judgment of the Court, to know what the Law is thereupon. Now there is no Demurrer in Law, but when the same is joined, and therefore when a Demurrer is offered by the one Party, as is aforesaid, the other Party is to join with him (except he will amend on Payment of Costs), and thereupon the Demurrer is said to be joined, and then the Cause is to be argued by the Counsel on both Sides in open Court.

When the Declaration, Plea, Replication or Rejoinder, &c. are defective or mistaken in some Circumstance of Time or Place, it may be remedied by Consent of the Court or Parties, or by Motion to the Steward, (without Costs).

It sometimes happens that a Judgment is obtained without referring the Matter in Controversy, either to the Court or a Jury; and such Judgments are usually by *Non sum informatus*, or *Nihil dicit*.

A *Non sum informatus* is a formal Answer made of Course by the Defendant's Attorney, whereby he says he is not informed what Plea to plead to the Declaration, and so leaves his Client undefended, and thereupon Judgment passes for the adverse Party. A *Nihil dicit* is when a Day is assigned for the Defendant to put in his Plea to the Plaintiff's Declaration, at which Day, if the Defendant does not plead accordingly, Judgment shall pass.

pass against him, *Quia nihil dicit*, i. e. because he says nothing to the contrary.

Damages. For wrongful Vexation, Extortion, Sheriff not acquitting the King's Debtors, Sheriff's Estreats unsealed, forcible Entries, suffering Buildings to be in Decay, Waste, Distress wrongfully taken, Rescous, &c. *treble Damages* are to be given: In Debt, Trespass, Ejectment, Nuisance, Covenant, &c. *Costs and Damages*. Substraction or not setting out of Tithes on Stat. Ed. 6. *treble Value*, and no Costs nor Damages. In Account no Damages nor Costs. In Detinue, the Value of the Thing detained, and Costs and Damages. In Replevin, Damages and Costs, &c.

Trial by Proviso.

Where the Plaintiff will not try his Cause in due Time, the Defendant may try it by Proviso, on giving the Plaintiff Notice, and so be freed from the Trouble and Charge of attending the same.

New Trial. If the Court do believe that the Jury have given a Verdict against the Evidence in any Cause, they may order a new Trial to be on Payment of Costs. And *Note*; In an Action of Debt, the Jury may find Part paid against the Plaintiff, and Part unpaid against the Defendant.

Verdict, &c.

One Witness is good in all Cases for the Queen, (*Quere*) but there must be Two for a Subject, and the Oath of the Plaintiff will be taken before the Oath for the Defendant, if there be only Oath for Oath. *Sed vide Title Evidence, and Witnesses infra.*

Prohibition.

If a Contract for above 40s. be severed into several Sums, in order to bring the Matter within the Jurisdiction of any inferior Court,

Court, and they proceed to try the Cause there; a Prohibition out of the *Queen's Bench* will lie to stop them from proceeding to Judgment, &c. Also, if in the Judgment given in an inferior Court, they do not aver that the Cause arose within the Jurisdiction of the Court, a Prohibition will go, and is in Nature of a Writ of Error.

Of the Nature and Kinds of Actions usually brought in this Court, and of Pleadings and other Incidents relating thereto.

An Action in general, is said to be either Actions in general. a legal Complaint of Injury received, and this is called *Actio, quia igitur de injuria*, or it is *Jus prosequendi in judicio quod sibi debetur, i. e.* A Form of Suit given by Law to recover a Thing we have a Right unto: But as the former Definition seems more directly to relate to Criminal, so the later refers only to Civil Actions; and therefore to include both, we may define it to be a legal Complaint of Injury received, or Right with-held.

Actions in general are of Two Kinds, Criminal and Civil; and Civil Actions are again Their Kinds; And Definition. commonly subdivided into Five Kinds, *viz.* Real, Personal, Mix'd, Penal and Popular. Real. A real Action, is that whereby a Demandant claims Title to have a Freehold in any Lands, Tenements, Rents or Commons in Fee-Simple, Fee-Tail, or for Life. A personal Action, Personal. is that which one Man may have against another by Reason of any Contract for Money or Goods, or for any Offence done by him

Mix'd.

Penal.
Popular.

or some other, for whose Act he is answerable. Action mix'd, is that where not only the Thing it self, being a real Thing in Demand is to be recovered, but also Damages for the Wrong done; and it is called Mix'd, as having a Respect both to the Thing and to the Person. *Actions Penal*, and *Actions Popular*, are both founded on some Statute, whereby some Action is given that lay not before; as where one commits Perjury to the Prejudice of another, he who is endamaged shall have a Writ upon the Statute, and Damages upon his Case; and the Difference between an Action on the Statute and an Action Popular, is where the Statute gives the Action to the Party grieved, or to any one Person or Body in certain, that is called an Action on the Statute: But where a Penalty is given by a Statute, and Authority to every one that will sue for the same, that is termed an Action popular.

Also an Action penal aims at some Penalty or Punishment in the Party sued, be it corporal or pecuniary.

Local and
Transitory.

And Note; All real and mix'd Actions, as Waste, Ejectment, &c. are local, and must be laid in the same County where the Lands lie; but all personal Actions wherein Damages only are to be recovered, as Debt, Detinue, Assault, Annuity, Account, &c. may be brought in any County or Place, for they are transitory. Yet it is most adviseable to lay them in the proper County. But all Actions brought in this Court must be laid within the Jurisdiction.

The particular Actions usually here brought are, Actions of Debt, Case, Slander, Trespass, Battery, Detinue, Trover and Waste. Particular Actions.

An Action of Debt lies where any Sum of Money is due to a Man by Reason of any Account stated, Bargain, Contract, Obligation, or other Specialty to be paid at a certain Day, and which is not paid, 1. Debt.

Whilst an Account is current, there lies only an Action of Account; but when it is stated under Hand, and the Balance agreed, then it turns to an Action of Debt for the Balance.

If a Man makes another his General Receiver, who receiveth Money and makes an Acquittance, but payeth not the Money to his Master, yet that Payment dischargeeth the Debtor; and the Master can have only an Action of Account against the Receiver.

An Acquittance is a good Bar of the Action, though nothing be paid.

Payment on a single Obligation or Bill, requires an Acquittance to be a Bar; but in Obligations with Conditions, no Acquittance is necessary.

Note; A Demand must be made before the Action be brought, in all Debts, unless upon Bond; and although there is a Limitation of Time for demanding and recovering of Book-Debts, &c. yet there is no Limitation in Case of Specialties, as Bonds, &c.

Payment of Principal and Interest due upon a Bond, is a good Discharge and Bar, though it be not done exactly at the Time limited; and it shall be deemed a full Satisfaction

tisfaction and Performance, if such Principal and Interest be brought into Court.

Money paid to any Person which has the Bond, and endorsed thereupon, is a good Payment, and shall conclude the Creditor; but it is good to see that such Person has the Creditor's Authority to receive it; for otherwise, if he breaks, &c. it may be unsafe, and occasion a Suit in Equity.

Upon a single Bill to pay Money at several Days, or upon a Lease of Personal Things, or Rent payable at several Days, an Action will not lie for the same till all the Days are past: But by Recognizance, special Condition of an Obligation, or special Reservation of Rent, or any real Things, an Action lies upon every Breach of Promise.

A Statute, Judgment or Recognizance, may have present Execution taken out without further Suit, as a present Duty, which a Bond or other Thing not recorded cannot.

Where a Lessee for Years holds over his Term, or takes a new Term, the Lessor may not distrain his Cattle for Rent due before his first Term was expired; but he might bring an Action of Debt upon the Covenant; but this is now altered by Stat. 8 *Anna*, c. 17.

An Heir has no Benefit of Money lent on Mortgage, &c. by his Ancestor, unless the Word *Heirs* be contained in it; for as an Heir is not obliged to pay Money of his Ancestors, unless he be particularly named, so he cannot be enabled to receive the Money lent by his Ancestor unless he be named also.

A Man ought not to take more than *6l. per Cent.* for Money lent; if he does, it is *Usury* and Extortion, and he forfeits treble the Value; and *Interest of Money*, without saying what Interest, shall be intended *6l. per Cent. per Annum.*

A Husband shall be charged with the Debts of his Wife only during her Life; and if a Man die without receiving a Debt due to the Wife, the Wife shall have the Action, and not the Husband's Executors.

On Contracts or Bargains, a Man may keep his Goods until he has his Money, but no longer; and if you agree to give me so much for a Thing, and do not give it me presently, I may avoid the Bargain, and sell it to another.

The Husband shall not be charged with the Contract of the Wife, unless he give her Authority to do it; and a Man shall be charged with Debt for the Contract of his Bailiff, Servant, or Wife, where he giveth them Authority to buy or sell for him. And where Goods are sold by the Servant; in Debt it is supposed they were bought of the Master, and he may bring his Action for the Money.

But for Felony, Battery, Breach of the Peace, Detention for Money, received or borrowed by the Servant to his own Use, the Master is not answerable, unless it was done by his Command, or by Authority from him.

Per Stat. 29 Car. 2. Of Frauds, &c. No Action shall be brought to charge any Executor or Administrator upon any special Promise to answer Damages out of his own Estate, or to charge the Defendant upon any special

Promise, to answer the Debt of another Person; or to charge any Person upon any Agreement made upon Consideration of Marriage, or upon any Contract or Sale of Lands or Interest therein, or upon any Agreement not to be performed within a Year, unless such Agreement or some *Memorandum* thereof be in Writing, and signed by the Party charged, or some other Person by him authorized.

Nor any Contract for the Sale of Goods to the Value of 10*l.* or upwards, without accepting of the Goods sold, or giving something in Earnest, or some Writing or *Memo- randum* thereof be signed by the Parties or their Agents lawfully authorized thereunto.

If Executors bring an Action, it must be in all their Names, although some of them refuse the Office; but if an Action be against them, it must be laid only against such of them as do administer. And an Executor must pay all Debts before Legacies, and that in the Order following, viz.

He may pay his own Debt first, then Debts to the Queen; Debts on Record by Judgments, Statute, or Recognizance entered into by the Deceased; Debts due by Obligations, Penal Bills, Rents of Leases, Servants and Workmens Wages, Debts on Shop-Books and verbal Contracts; and if the Executor pays any of these last before the former, he is liable to all, even out of his own Estate, for Want of Assets; but if there be enough left to pay all the Debts, he may do it in what Order he pleases.

An Infant may be obliged to pay for Meats, Drink, Clothes, Physick, Teaching and such like

like Necessaries as are proper and fitting for his Quality. Where an Infant sues, he may do so either by *Prochein amy*, or Guardian; but where he defends, it must be by Guardian only, for he can neither sue or defend (alone) by Attorney.

Two Persons jointly trading, one of them is answerable for the Debt of both, in case one of them goes aside, or fails.

For a Debt on simple Contract, &c. it is the safest Way to bring an Action on the Case, if the Cause of Action will bear it, and when the Defendant cannot wage his Law, and if you can prove the Money lent, or the Goods delivered, the Law implies a Promise of Payment, which is the Ground of your Action upon the Case.

Wager of Law is a Disowning the Debt, Contract or Suit, and putting in Surety that he will make his Law by such a Day, when he is to make Oath, That he owes not the Debt, &c. and two others are to swear, they believe he hath sworn the Truth. And the Defendant may wage his Law on Money lent, Book-Debt, Contract, or upon Detinue, or any other Debt not grounded upon a Specialty on Amerciament in a Court-Baron; Felme-Covert with the Husband for the Debt of the Wife, &c.

But the Defendant may not wage his Law against the King, or an Infant, or in any Debt grounded upon a Statute, Recognizance, Bond, or other Specialty; nor by a Master for Salary owing to his Servant; nor in Actions of Account against a Bailiff of a Manor, or against a Receiver upon the Receipt of

of Money by the Hands of another (unless it be by his Wife); nor in Debt for a Fine in a Court Leet, it being a Court of Record, or in Debt to an Attorney for his Fees; nor shall an Executor for the Debt of the Testator, for it must be done in Person; also a Man outlawed, attainted, or indicted of Conspiracy, or Perjury, or otherwise becoming infamous, shall not wage his Law.

Lands or Goods of a Debtor are liable to Execution in any County or Counties; but the Body only in that County where the Writ is directed. Also Lands in the Hands of Trustees and Executors, &c. may be extended for Debt.

But Lands held in Dower may not be distrained for any Debt contracted by the Husband; for Dower is a Provision which the Law makes for the Wife, as a Maintenance for her after her Husband's Death, and in lieu of her Portion brought to her Husband.

Nor shall any Lands or Goods actually and bona fide sold to another be liable to Judgment or Execution; if sold before the Judgment and Execution be sued out; but otherwise they are liable in whose Hands they are found.

To be sold to another before the Judgment and Execution be sued out.

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Of Actions upon the Case.

An Action of the Case is a general Action given for Redress of Wrongs done without Force against any Person ; and lies in these several Instances, *viz.*

For Deceits in any Contracts, Bargains, Sales in Wares, &c. and if such Deceit be by a Servant, the Master is answerable for any Breach of Promise or Contract. Also an Inn-keeper, or his Servant, losing Goods, or suffering a Horse, Goods, &c. to receive Damage after they are delivered to them by the Owner or his Servant to be kept ; also for Goods lost, stolen, or abused, after delivered to a Carrier, unless the Carrier give a Caution, or make some Declaration that he will not be answerable. Also a Sheriff, or other Officer, neglecting his Duty, or doing it deceitfully ; so against an Artificer for not doing Work undertaken to be done, or doing it deceitfully ; so where a Thing is lent, and receives Damage ; so a Dog, Bull, or Boar, &c. biting or hurting Men or Cattle, whereby a Damage is received ; so for enticing away one's Servant, Apprentice, Wife, &c. or for disturbing Officers in doing of Justice. And if any Man borrow a Horse, and ride him excessively, or further than agreed, or neglect him in Feeding, &c. whereby Damage is received ; also for not grinding at the Lord's Mill, according to Tenure ; so for not repairing of Houses, Hedges, Ways, &c. Also for common Nuisances in Highways, Houses, Rivers,

Rivers, &c. or any other Thing therein, whereby any special Prejudice is received, the Party damnified may have a special Action on the Case.

And the Master may have this Action for any Thing sold or done by his Wife or Servant: And where a Promise is made by the Wife or Servant for or on Behalf of the Husband or Master, the Action for Breach of this Promise must be brought against the Husband or Master, and not against the Wife or Servant. And an Action lies against the Husband for Goods delivered to the Wife, if it can be proved that the Goods came to the Husband's Use.

The Husband may bring an Action alone for scandalous Words spoken against him and his Wife, and recover thereupon; and may afterwards join with his Wife in another Action to recover Damages done to the Wife by speaking of the same Words, for they are both particularly damnified: And the Husband must join with the Wife to sue for Damage received by the Wife only.

Of Actions of Slander.

An Action of Slander lies for defaming a Man by Words, Writing, Signs, or Gestures, whereby he may be subjected to some corporal Punishment, as Loss of Life, Liberty or Member, or prejudiced in his Reputation, Trade, Livelihood, or Preferment, or charges him with having some infectious Disease, or whereby he receives some particular Damage, viz.

I. For

1. For such Words as, if true, would touch a Man's Life, as to call one Traitor, Thief, Buggerer, Sodomite, Robber, Murderer, Felon, &c. or to say, one has committed any of those Crimes.

2. Such Words as, if true, the Punishment would be Loss of Limb or Member, render him infamous; as to charge a Man with Perjury, Forgery, Blasphemy, &c.

3. Words which touch a Man in his Liberty, and, if true, would subject him to Imprisonment, Fine or Pillory, Penalty; as to say, She keeps a Bawdy-House; or, He hath forged a Lease, &c.

4. Or which scandal a Man in his Office or Place of Trust; as to say of a Judge or Justice, He is a corrupt Judge or Justice, &c.

5. Or which slander him in his Calling or Trade; as to call an Attorney, Knave; or a Tradesman, Bankrupt.

6. Or tend to the Loss of one's Preferment; as to call one about to be presented to a Benefice, Heretick; or a Woman about to be married, Whore, &c. i. e. if by Reason thereof they lose their Preferment.

7. Or which charge one with having an infectious Disease; as with having the Plague, French Pox, &c. for such ought to be separated from Society.

8. Or, which slanders his Title to an Estate; as to say, He has no Right or Title in his Estate, when he is about to sell it, whereby he receives Damage.

9. Or

Of Courts Leet,

9. Or which tend to his Disinheritance; as to say, He is a Bastard, &c. but this must be only of the next Heir as 'tis said.

10. Or which any other Way tend to a Man's Damage, and he receives any special Damage thereby.

All such Words are actionable.

And Note; Where Words spoken touch a Man's Life, though by Way of Hearsay, Dream, or Relation, or by Way of Interrogation, or even Negation, yet they will bear an Action.

As to say, B. told him that C. had stole a Horse, with an Averment that B. did not say so. So, I dream'd this Night that, you stole; so, Where is the Sheep thou stolest from B? Or, You are no Thief; no, are you? &c.

And in such Case, though Words are not actionable in themselves, yet with Respect to the Hearers Understanding, if they tantamount to Words actionable, they will bear an Action: As to say in *Yorkshire*, Such a one has streyned a Mare; or in *Norfolk*, Thou art a Healer of Felons; or by speaking *Welch* Words, &c. But here an Averment seems necessary of the Meaning of the Words.

But Words touching Life or Member may not be actionable when spoken too generally, or not certain of whom meant, or of a double, indifferent, or doubtful Sense, or qualify'd by Words subsequent or impossible to be true, or charge but an Intent, or when it appears there

there could be no Damage to the Plaintiff by the Speaking.

Yet though they are of a double, indifferent, or doubtful Sense, they are not to be taken contrary to common Intendment.

And Now; Where the Words tend to Loss of Life, Liberty, Member, corporal Punishment, or scandalize him in his Office, Place of Trust, Function, Profession, or Trade of Livelihood, or charges any infectious Disease, no special Damage need be alleged; but in all other Cases, some special Damage need be shown.

Also, there are two principal Grounds observable in all Actions on the Case, *i. e.*

1. *Causa dicendi.*

2. *Affectus dicentis.*

The former must be collected out of the precedent Discourse or Colloquium concerning the Plaintiff or Defendant, and Circumstance of the Case; and therefore Words in many Cases, that being taken singly in themselves would bear an Action, yet being joined with other Words or Discourse, and so the *Causa dicendi* considered, they will not be actionable.

2dly, As to the *Affectus dicentis*, it ought to be regarded whether the Words were spoken *ex Malitia*, or not; for if it do appear that they were not spoken out of Malice, but were innocently intended, I think no Action ought to lie. And no *Innuendo* can make such Words actionable as are of a double or indifferent Meaning, or uncertain of whom spoken;

spoken; much less ought it to strain the Sense of Words to a different Meaning than when spoken.

And Note; If the Words set forth in the Declaration be only Part of a Sentence, and the whole Sentence would make a better Construction, there the Defendant may set forth the whole in Bar.

Of Actions of Trespas.

A Trespas is a Wrong supposed to be done with Force and Arms, and may be committed either against the Person of a Man, or against his Goods; and herein the Plaintiff shall recover Damages according to the Wrong done him, and the Defendant by Strictness of Law was to pay a Fine to the King for Breach of the Peace, and the Judgment was *Quod capiatur*; but this in Trespas, Ejectment, Assault, and false Imprisonment, is now taken away by Stat. 4 & 5 W. 3. c. 12.

Trespases against the Person of a Man are of several Kinds or Degrees, viz.

1. Menacing or Threatning: Where one doth threaten to do another any Hurt, where some Loss or Damage ensues, as for that he is afraid to go about his Business, this Action lies.

2. An

2. An Assault ; where one doth unlawfully set upon, or attempt to beat another, but doth it not ; and therefore Lifting up of the Hand in Anger against a Man, is an Assault in Law ; and so is the Offering to do any bodily Mischief.

3. Battery is where one doth unlawfully strike or beat, or throw any Thing at another, and therefore Throwing Drink on a Man is Battery, unless it happen by Accident. And it seems, if *A.* comes in Aid of *B.* who is beating *C.* tho' *A.* does not touch *C.* yet he is guilty of the Battery. Spitting in a Man's Face is Battery. *Vide Mod. Cases* 172. And by 2 *Roll. Abr.* 548. one can't justify Batter~~y~~ of another in Defence of his Goods, but may if he Attempt to take Money out of his Purse, &c. So he may in Defence of his Person, or the Person of his Wife, Father, Mother, Child, Master, or Servant, or of his Possessions, as his Houses, &c.

4. *Mayhem* is where one doth, by some violent Act, take from me the Use of some Limb or Member, whereby I am the less fit to serve or defend my self or Country. As to deprive me of the Use of any of the principal Members of my Body, as Hand, Leg, Finger, Eye, Fore-Teeth, &c. And if the Hurt be great, I may have this Action, or an Appeal of *Mayhem* at my Election.

And Note ; One cannot justify Wounding another in Defence of his Possessions, but may justify a Battery in that Case.

5. Imprisonment, where one is restrained of his ordinary and lawful Liberty, so that he cannot go about his Business, as if one lays

Of Courts-Lert,

hold upon me and restrains me, or holds me in his Arms, or keeps me in my own or another's House against my Will, or ties me to a Tree or Post, or puts me in the Stocks or in Prison without good Cause or Authority, or if any one arrests me at a forbidden Time or in a forbidden Place.

Trespass against a Man's Goods, may be said to be either.

1. Against those that are animate, and those either reasonable, as his Wife, Child, Servant, Tenant, or the like; or unreasonable, as Horses, Cows, Sheep, Cattle Poultry, &c.
2^{dly}. Against Things inanimate, as Lands, Houses, Plate, Householdstuff, &c.

Trespases are done either with Pretence of Title, by which the Property is altered, or without Pretence of Title: They are also said to be Local, as Cutting of Trees and Grass, Digging of Ground, &c. or Transitory, as the Beating of a Man, Carrying away his Goods, Spoiling his Writings, &c.

All Persons, Men, Women and Children, not disabled to sue in any Action, may, where 'tis proper, have this Action for their Relief; and all Persons, Male or Female, Lunatics under Age, or others that do any such Wrong, may be sued in such Action.

And not only he that does the Wrong, but he that is accessory to it, either before or after, may be charged as principal in this Action; as where one doth command, procure, incite, or perswade another to do it,
and

and especially if he be present when done, or doth participate with it after it is done, he is a principal Trespassor, and the Party grieved may have this Action against them all, or any of them, for it.

A Man and his Wife may have this Action together, for any the least Beating or Imprisonment of the Wife; but if it be such a Beating as thereby he loses her Company or Service, he alone may have it, and so for any Hurt done to his Servant, whereby he loses his Service.

If a Servant do a Trespass by his Master's Command, both of them may be sued; but if the Servant do more than he is commanded, the Master shall be charged for no more than he commanded, but the Servant for the Whole; and if the Servant do any Thing on his own Head, he alone shall be charged. Also the Husband is bound to answer for many Trespasses of the Wife, but not to sustain corporal Punishment for any; and the Husband cannot be a Witness for or against the Wife, nor the Wife against her Husband, unless it be in Treason, nor for her Husband in any Case whatsoever.

In Trespass, &c. the particular Damage must be set forth, that the Defendant may know how to answer.

Of Actions of Detinue, Trover, &c.

An Action of Detinue lies where another Detinuee has Goods or Chattels lent or delivered to him to keep, or to deliver over to a Third Person;

Person; or if they come to his Hands by Finding, Delivery of a Stranger, &c. and he refuses to re-deliver them, or to deliver them over, or hath lost or misemployed them: In either of which Cases the Owner may have this Action, and hereby the Plaintiff shall recover the Thing it self, if it may be had with Damages; or if not to be had, then for the Thing in Value, and Damages for the Detainer.

And generally, where in any Case another hath any Thing of mine, and I may have *Detinue* for it, there after I have demanded it, and he denies to deliver it, I may either have *Detinue*, or *Trover* and *Conversion*, at my Election; for it is but Justice that I should have my Things again in Specie, if they may be had, or Damages to the Value for the Detaining in *Trover*, wherein a Denial to deliver is a *Conversion* in Law.

But in an Action of *Detinue* for Goods or Chattels, the Defendant may wage his Law, which in an Action of *Trover* for the same he cannot, which has occasioned Actions of *Trover* to be much more frequent, and that of *Detinue* to be almost wholly laid aside. Now *Trover* and *Conversion* is in its Nature but an Action of the Case, and brought to recover the Value of the Goods, if wasted or lost, and Damages.

Trover.

Trover lies for Money in a Bag or Chest, or for so many Pieces of Gold at so much a Piece, or for so many Pieces of Silver in certain, or for any live Goods, as Horses, Oxen, Sheep, Hens, &c. or for Things inanimate, as Rings, Carpets, Wood or Trees

cut down : So for Things that have been *feræ Naturæ*, as for Deer, Hawks, Spaniel Dogs, &c. but this must be after they are reclaimed ; for while they are *feræ Naturæ*, this Action will not lie for them, nor will it lie for any Part of a Freehold ; as for Lead upon the House, Doors, or Windows, &c. affixed thereto, while it so remains ; but if it is converted after it is remov'd, then this Action will lie.

And Note ; To maintain this Action, these Things must be observ'd, *viz.*

1. That the Plaintiff has a Property or Right in the Thing.
2. That the Defendant hath or had it in his Possession.
3. That there be a Demand and Denial to prove the Conversion.
4. That the Things be certainly set down in the Declaration ; but the Time of the Conversion is not needful.

Possession without Property is enough to maintain Trespass, but not Trover, because Trover is grounded upon the Right, and there must be a Property in the Plaintiff.

In Trover for a Bond, the Plaintiff need not shew the Date ; for the Bond being lost or converted, he may not know the Date ; and if he should set out the Date, and mistake it, he would fail in his Action.

Trover lies against Baron and Feme, setting forth in the Declaration, That they converted them to the Use of the Husband ; for the Feme may be a Trespassor, and she may convert to the Use of the Husband or a Stranger,

but not to her own Use, neither can it be *ad Usum* of the Baron and Feme *converterunt*, or *ad Usum proprium*, or *ad Usum suum*.

If I deliver Goods to a common Carrier to carry to a certain Place, and the Goods are stolen from him, this is not such a Conversion in the Carrier, so as to charge him in Trover: But an Action of the Case upon the Custom of the Realm lies against him as a Carrier; *contra* if delivered to one to be kept. *Vide Li. 4. 83. b.*

If a Man takes my Horse and rides him, and afterwards redelivers him to me, yet Trover lies against him; for this is a Conversion, and the Redelivery is no Bar to the Action, but shall be only in Mitigation of Damages.

In Trover, the Plaintiff may declare upon a *Devenerunt ad manus* generally, or *Per inventionem devenerunt* specially; tho' the Defendant came to the Goods by Delivery of the Plaintiff himself.

That Trover and Trespas cannot be laid in one Declaration. *Vide Lutw. 1526.* nor Trover and *Assumpsit*, by 2 *Lev. 101.* 3 *Lev. 99.* Trover before Marriage, and Conversion after, and the Husband and Wife join, and good. 2 *Lev. 107.*

Pleas in Bar in Trover were formerly of divers Kinds, but now they are almost wholly reduced to the general Issue, *Not guilty*, and the special Matter is to be given in Evidence. And any Thing may be so given in Evidence, which proves that the Plaintiff hath no Cause of Action, or which entitles the

the Defendant to the Thing in Question. And *per Twissden*, 1 *Keb.* 303. there is now no Plea in Trover but *Release*, or *Not guilty*, for every special Plea in Justification is *Tantum*.

Of Actions of Waste.

A Writ of Waste is brought either in the *Tenet*, when 'tis against him that hath the present Estate, or in the *Tenuit*, when 'tis against him that had the Estate in the Land: And where 'tis found against him in the *Tenet*, the Plaintiff shall recover treble Damages, and the Place wasted, *viz.* If it be in one or two Rooms separately, then those Rooms only; if in a Close, as much of the Close as is wasted; if it be in the Trees or Hedge-Rows, the Circuit of the Root, and no more; if in a Corner of a Wood here and there, then that Corner only; but if in divers Places of the Wood up and down, then perhaps the whole Wood: And this he shall recover, discharg'd of all Incumbrances. And now by Statute 8 & 9 *W. 3. cap. 10.* in all Actions of Waste, wherein the single Value or Damages found by the Jury do not exceed Twenty Nobles, the Plaintiff shall have his Costs also.

So that Waste is properly a Spoil or Destruction committed (or permitted) in Houses, Woods, Gardens, Orchards, or Lands, by a Tenant for Life, Years, in Dower, by Courtesy, or Guardian in Socage, to the Prejudice of the Heir, or of him in Reversion

or Remainder: And this Action may be brought by any of them, or their Grantees. But Tenant for Life, or he who has a less Estate than a Fee-Tail, may not have this Action, unless it be a Parson, &c. on his Lease.

If the Ancestor die pending the Action, the Heir may finish it, by Statute *11 H. 6. c. 5*. And if two Coparceners be of a Reversion, and Waste is committed, and one of them dies, the Survivor and Aunt may maintain it. And ~~note~~; If a Feme Covert have Cause to bring this Action, she and her Husband must join in it.

It lies, as foresaid, against Tenant for Life, in Dower, by Courtesy, and Guardian in Socage, or Tenant for Years, a Year, or Half a Year; also against an Occupant, because he hath the Estate of the Lessee. So against an Executor *de son Tort* of a Term: But Tenant in Fee-Simple, Fee-Tail, or Tail *apres Possibility*, or Tenant by *Eligis*, Statute-Merchant or Staple, or Tenant in Mortgage, or at Will, are not punishable for Waste, nor a Wife after her Husband's Death; nor the Husband of a Tenant for Life after his Wife's Death, for Waste committed by the Husband; nor against Executors or Administrators for Waste done by the Testator; nor a Guardian for Waste done by a Stranger, as a Termor shall.

It lies against an Infant, not only for voluntary Waste, *i. e.* done by himself; but also for permissive Waste, *i. e.* done by a Stranger: Also it lies against Husband and Wife, if a Lease be made to the Wife alone for Years or Life, and she or her Husband doth

doth Waste, if brought during her Life and Term. It also lies against Tenants in Common or Jointenants. 1 *Cook* 200. So against a Disfeisor. *Nat. Br.* 37. So against a Stranger. 1 *Co.* 54. *Dr. & Stud.* 34. And so against Guardian in Socage for voluntary Waste. 5 *Co.* 12. 6 *Co.* 7.

To pull down Houses, or suffer them to be uncovered, so that the Spars, Rafters, Planks, or other Timber, become rotten, is Waste; but if uncovered when let, though the Tenant suffer it to fall down, it is not; yet though it be uncovered or ruinous, if he pull it down, it is; and 'tis *queried*, If his Building it again is not a new Waste. See 40 *Aff.* 22. 23 *H.* 6. 24. 29 *E.* 3. 23. *Co. Lit.* 53.

Waste in Houses.

If the Tenant, &c. raze or pull down a new Frame of a House which was never covered, it is no Waste. 40 *Aff.* 22. *Bra. Wast.* 117. But if he build a new House where none was before, it is; and if he after suffer it to be uncovered or ruinous, it is a new Waste.

If a House be uncovered, or overturned by Tempest, or burnt by Lightning, or prostrated by Enemies, &c. without any Default of the Tenant, or was ruinous at his coming into it, and falls for Want of Repairs, 'tis no Waste. *Li.* 4. 63. And the Tenant may rebuild it with such Materials as remain, and with other Timber growing on the Land, for his Habitation; but if he make it larger than it was, it is Waste.

But if a House be only uncovered by Tempest, or otherwise, though 'tis no Waste to let

let it lie so till the main Timber be rotten, yet then it is Waste for not repairing it in Time. And if a Tenant suffer his House to be wasted, and then sells Timber to repair it, this is Waste. *Quære*, If not a double Waste? And *note*, Though there be no Timber growing upon the Land, yet the Tenant at his Peril must keep the House from wasting.

If Glass-Windows, though glaz'd by the Tenant be broken down, or taken away, 'tis Waste; for the Glass is Part of the House: And so of Wainscot fix'd to the Walls, or Posts with Nails, Screws, or Pins; for if it be once fix'd, 'tis Part of the Freehold: And the like of Dops, Benches, Furnaces, &c. annex'd to the House, tho' fix'd by the Tenant, or him in the Reversion. Yet if a Termor erects a Furnace, &c. in the House, and does not fix it to the Walls or Posts, and takes it away within the Term, this is no Waste, for the House is not impaired: And in *London*, 'tis usual to remove Wainscot, Furnaces, &c. within the Term.

If a Stable be ruinous at the Time of the Lease made, and fall, the Tenant may cut down Trees to make a new one; but if there were none before, 'tis Waste to cut Trees to build one: And if he build with them after they are cut, this seems a second Waste.

Burning a House by Negligence or Mischance, was formerly Waste; but now by Statute 6 *Annæ*, cap. 31. no Action shall be maintainable against any Person in whose House

House or Chamber any Fire shall accidentally happen.

Oak, Ash and Elm, are Timber-Trees in all Places, and Cutting them down; or Lopping and Topping them, or doing any other Act whereby their Timber may decay, is Waste: Also Beech is Timber in Places where Timber is scant, or where it is used in Building for Habitation; and if a Tenant cut down such, or grub it up, or suffer the young Germins to be destroyed, it is Waste. Waste in Woods, Trees, &c.

So though a Tenant may by Law take House-boot, Hay-boot, Plough-boot, and Fire-boot, and may cut Underwood, &c. for those Purposes; yet if for this he destroys the young Germins, or stub up the same by the Roots, so as it can grow no more, 'tis Waste: And where there is a Wood in which grows nothing but Underwood of Ash, Beech, &c. the Termor cannot cut all: *Contra*, where Ash, Beech, or other Trees, grow among, there he may cut all the Underwood.

Cutting of Beach, Birch, Asp, Maple, Willows, &c. standing in Defence or within View of the House, is Waste; and 'tis said, Cutting of White-thorn is, but not of Black-thorn; *sed Quare*: But Cutting of Hazels which grow not under or among great Trees, but in Places by themselves, is Waste. So to stub up or destroy a Quick-set Hedge of White-thorn, Black-thorn, &c. but Cutting of Wood that is hollow, dead, or dry, is not Waste.

Where

Where Oaks are cut, and the young Germens suffered to be eaten, trodden down, or spoiled by Cattle, so that they will be but Shrubs, this is Waste: And one may assign Waste in cutting of Twenty Oaks, and another Waste in not springing their Stook or Germens; for if they were saved, they would spring again, and grow to Timber.

Beech of the Age of Twenty Years or upwards may not be cut by Tenant for Life or Years, unless in some Countries where there is Plenty of Timber; but Waste can't be assigned in cutting Beeches of Seven or Eight Years: Also a Termor may take Beech, Ash, or the like seasonable Wood, which have used to be felled every Ten or Sixteen Years, and it is no Waste, for it is *Sylva cadua*: *Contra* where they are fit for Timber, except it be for Reparations.

If Tenant cuts down Trees, and sells them, and after buys them again, and imployes them about necessary Reparations, yet by the Sale it is Waste; for he cannot sell the Trees, and with the Money cover or repair the House. So Cutting of Beeches, and Selling them, is Waste; but he may cut them to repair Houses, &c. *i. e.* upon the same Lands, but not upon other Lands. And he may take sufficient Wood to repair Walls, Pales, Fences, Hedges, and Ditches, *i. e.* as he found them; but to make new ones will be Waste.

Waste in
Orchards,
Gardens,
&c.

The Pulling down of the Stone or Mud of a Garden-Wall, is Waste. *Kitch.* 242. But if a Wall be uncovered when the Tenant comes in, it is no Waste if he suffer it to decay. *Co. Lit.* 53.

Where

Where Apple-Trees are blown down, and after become dead, the Tenant may cut them for Fewel; but though they lie along on the Ground, yet if they bear Fruit, Cutting of them is Waste.

Cutting of Damson-Trees is Waste, and so of any Fruit-Trees growing in Gardens or Orchards; but not if such Trees grow in any Place or Ground out of a Garden or Orchard: Nor is the Cutting dry or hollow Trees, that bear neither Leaves nor Fruit, Waste, tho' they are in Gardens or Orchards.

To suffer a Sea-Bank to be in Decay, so ^{In Lands.} that the Salt-Water overflows and spoils the Ground, is Waste: *Contra* if it be broken down by sudden Rage of the Sea, without the Tenant's Default. And if he repairs not the Banks of Rivers, whereby the Land is overflowed, so that it becomes rushy and unprofitable, it is Waste.

If the Tenant converts arable Land to Wood, or *à Converso*, or Meadow to Arable, it is Waste; for it does not only change the Course of Husbandry, but the Evidence of the Lands: Yet to suffer arable Land to lie fresh, so that it is full of Thorns, is no Waste.

Digging for Gravel, Lime, Brick, Clay, Earth, Stones, &c. is Waste. *F. N. B.* 59. yet he may dig for any of these for necessary Reparation of the House. *Co. Lit.* 53.

To dig for new Mines of Metal, Coals, ^{Mines.} &c. not open at the Time of the Lease, is Waste; for if there be open Mines, and a Lease is made of the Lands with the Mines therein, this shall extend to the open Mines only, and not to any hidden Mines: But if there

there be no Mines open, and the Lease is of the Land, together with all Mines therein, in this Case the Tenant may dig for them, *&c.* Co. 5. 12. 20 H. 6. 1.

Parks, &c. For Waste in Parks, Warrens, Fish-Ponds, *&c.* See Co. Lit. 53. Dyer 37. Kelw. 37. Bro. Wast. 39, 94, 130.

Note ; If a Lease be made without Impeachment of Waste, no Waste can be, *i. e.* the Tenant is not punishable for any Waste. Dyer 240. Also an Action of Waste lies not in ancient Demesne. 2 Sand. 254.

Lord a Trespassor. The Lord may not enter upon his Tenant's Lands to cut Timber, dig Mines, *&c.* without such particular Reservation or Exception in the Lease, nor enclose the Waste without the Tenant's Consent, but in such Cases he will be a Trespassor. But he may enter upon the Waste to cut Trees, dig Mines, *&c.* without such Consent, provided the Highway be not annoyed ; for all the Waste is the Lord's, except Highways for the Queen and her Subjects to pass.

Of Pleas in Bar, and General Issues.

Pleas in Bar are of Two Kinds, *General* and *Special* : *Special* Bars are where the Defendant pleads some Special Matter, according to the Circumstances of his Case, in Bar of the Plaintiff's Action. A *General* Bar, is where the Defendant pleads the General Issue, which is a general Denial of the Matter charged in the Plaintiff's Declaration, as in the Cases following :

To

To an Action of Debt upon an Obligation, or other Specialty ; *Non est factum*, or *Solvit ad Diem*.

To the like Action upon a Contract, or upon a Statute ; *Nil debet per Patriam*.

To an Action of the Case upon an Assumpsit ; *Non Assumpsit*.

To a Contract without Deed ; *Solvit*, or an Obligation given for the same Debt.

To a Trespass, Assault, Battery, or Slander ; *Non Culpabilis*.

To a Debt without Writing, it may be *Nil debet per Patriam*, or *Per Regem*, or *Solvit*.

To Debt on an Obligation without Condition, the Plea may be *Solvit*.

But *Note* ; *Solvit* in that Case without an Acquittance is no Plea ; for an Obligation, or other Matter in Writing, cannot be discharged by any Parol Agreement, but by Matter in Writing.

But to plead Payment at the Day to an Obligation with Condition, though there be no Acquittance by Writing, it is good ; for the Condition is in the Nature of a Defeasance to the Obligation.

If an Action be brought against an Executor or Administrator, the ordinary Plea is, *Ne unque Executor*, or *Ne unque Administrabit*, or *Plene Administrabit*.

If the Suit be upon the Deed or Contract of an Infant ; That he was *Deins Age* at the Time, &c.

Of Courts-Leet,

If against a Feme ; That she was Covert, *i. e.* had a Husband at the Time of the Deed or Contract.

If upon an Arbitrament ; That there was *Null tiel* Arbitrament legally made ; or, That he had performed the Award.

To an Action of Trespass ; Damage-feasant ; That the Beasts came in by Default of Inclosure of the Plaintiff, or that he hath Title of Common there.

To an Action for Rent ; That there is no Rent arrear, &c.

In Detinue ; *Non detinet*, or a Release, or Gift to him by the Plaintiff, or that the Thing was delivered to him as a Pledge, &c.

In Case for Slander ; *Non Culpabilis*, or justify the Words.

In Case upon a Warranty ; *Non Warrantizabit*, or *Non Culpabilis*.

Upon a Demise ; *Non Demittit*.

Upon a Bond or Bill you may plead Conditions performed, or *per Minas* or *Dures* of Imprisonment.

In Trespass ; *Non Culpabilis*, Justification, a Release, an Arbitrament, or Tender of Amends before the Action brought, &c.

If divers commit a Trespass, and one of them is released, or makes a good Accord, this will be a Bar and Discharge of all the rest.

If the Defendant have Matter of Justification or Excuse to plead, he must be sure to plead it specially ; for if he pleads the General Issue, *viz.* *Non Cul'*, it will be found against him.

But

But where the Defendant is not constrained to plead a Special Plea, he may plead such a General Issue as is proper to the Action, and give the Special Matter in Evidence ; for every Plea must be so framed, as to give a full Answer to the Matters set forth in the Declaration, *i. e.* all such as are materially to be answered unto.

If one be sued upon an Obligation, he cannot be compelled to plead before he have Oyer thereof, and of the Condition.

If an Obligation of 100*l.* be made, with Condition for Payment of 50*l.* at a Day, and at the Day the Obligor tenders the Money, and the Obligee refuses to receive the same ; if in Debt on this Obligation, the Defendant pleads the Tender and Refusal, and that he is yet ready to pay it, and tenders the same in Court, but the Plaintiff will not then receive it, but takes Issue upon the Tender ; if such Issue be found against him, he hath lost his Money for ever.

Every Plea must be offered to be proved true, by saying therein, *Et hoc paratus est verificare* ; and this is termed an *Averment*.

If Tender of Issue comes on the Defendant's Part, the usual Form is, *Et de hoc ponit se sup Patriam* : If on the Plaintiff's Part, *Et hoc petit quod Inquiratur per Patriam*.

And Note ; If Freehold be pleaded, this Court in that Case can proceed no farther.

Of Challenges to Jurors, &c.

If an Issue be taken upon any of the foregoing Pleas, and the Jurors being thereupon warned, and appearing to try such Issues, either of the Parties may have their Challenges to such Jurors before they are sworn.

Challenge is said to be where there is evident Favour or Malice towards one of the Parties; as if the Juror be of Kindred or Alliance, or Servant to either of the Parties, or bears Malice, or hath some Action against, or Quarrel or Controversy with the Challenger.

So if the Juror be Gossip or Master of the Plaintiff, or hath been entertained at the Plaintiff's Cost, or taken Money of him, or hath his Charges born by him. So if the Juror was chosen Arbitrator for one Party; but otherwise where chosen indifferent between them.

Also such Jurors may be challenged who have been attaint of a false Oath, or were set on the Pillory for some infamous Crime, or have had Judgment of Life or Member, or who pretend some Right, or make any Claim to the Thing in Demand; so if a Juror be outlawed, if the Record thereof be shewn, or attainted of Conspiracy.

If the Sheriff or Bailiff who made the Panel, is of the Plaintiff's Kindred, the whole Panel may be challenged. And the Sheriff being Plaintiff, it was allowed for a principal Challenge, that the Defendant was indebted

debted to the Juror ; and if any one or more of the Jury be returned at the Nomination of either Party, the whole Array shall be quashed.

If there be a Challenge for Cofinage, he that taketh the Challenge must shew how the Juror is Cofin ; if one within the Age of One and Twenty Years be returned, it is a good Cause of Challenge.

A Jury impanelled may not be challenged after they are sworn ; but if the principal Panel do once appear full, the Challenge must be taken to the Panel before any be sworn, or else it comes too late.

If a full Jury do not appear, as many as make Default may be amerced.

In an Action of Debt the Jury may find Part paid, and for so much against the Plaintiff ; and Part unpaid, and for so much against the Defendant.

If the Court do believe that the Jury have given a Verdict against the Evidence, they may order a new Trial on Payment of Costs.

Also an Attain lies against a Jury that do give their Verdict contrary to the Evidence that has been given to them on the Trial.

Note ; Where the Plaintiff will not try his Cause in due Time, the Defendant may try it by *Proviso*, and be freed from the same, giving the Plaintiff Notice.

Of Witnesses and Evidence.

The Word *Evidence* does sometimes signify authentical Deeds or Writings, whereby are proved Covenants, Conveyances, Contracts, &c. But here it is taken for Proof of a Matter in Question and at Issue, by Testimony of Witnesses before a Jury; and the Jury by their Oaths are to give their Verdict according to Evidence, or in Default thereof a new Trial may be ordered, as aforesaid.

No Copy of a Deed or Will may be produced in Court as Evidence, but only Originals; also no Writing, unless sealed, shall be admitted as Evidence to a Jury; and where a Man pleads any Deed, he must offer it in Court, and the other Party may refuse to plead until he has a Copy of it.

The Husband cannot be a Witness for or against the Wife, nor the Wife for or against the Husband: And it is said, That one Witness is good in all Cases for the Queen, but there must be Two Witnesses for a Subject; and the Oath of the Plaintiff is to be taken before the Oath of the Defendant, if there be only Oath for Oath.

But there may be Cause of Challenge or Exception to Witnesses as well as to Jurors, viz. Such as are infamous, or Persons attainted of Felony or of false Verdict, or of Conspiracy, or of Perjury, or of Forgery, or in a *Præmunire*, and such as have had Judgment to lose their Ears or to stand in the Pillory, or have been stigmatized or branded.

Also

Also Infidels, Men not of sound Memory, or not of Discretion, or such as are interested in the Cause, or a Wife against her Husband; are no competent Witnesses.

But all others, though they be never so near of Kindred, or Tenants, Servants, Masters, Counsellors or Attornies to either of the Parties, are allowed for good Witnesses; and these being required, must come in to give Evidence, or forfeit to the Party damaged by their Default, so much as the Court shall award, and ought to repair him both in Costs and Damages.

Note. That in Actions of Waste, forcible Entries, Rescous, Distress wrongfully taken, wrongful Vexation, Extortion, Sheriff not acquitting the Queen's Debtors, Sheriff's Estreats unsealed, &c. you recover treble Damages.

In Debt, Trespass, Ejectment, Nuisance, Covenant, &c. Costs and Damages; but in Debt for not setting out Tithes on the Stat. — Ed. 6. the treble Value only, and no Costs or Damages. In Account, no Damages nor Costs. In Detinue, the Thing detained, or the Value, and Costs, and Damages. In Replevin, Damages and Costs.

Who may bring Actions, and within what Time.

Idiots, Madmen, or such as have *Lucida intervalla*, such as are deaf or dumb, or any other Man, Woman or Child, (except Persons disabled by Law) being wronged, may bring the proper Action appointed for Remedy in that Case; and all or any of these wronging others may be sued.

If an *Idiot* sue, or be sued, he must do it in Person: An *Infant* may sue by *Prochein amy*, or by Guardian; but if he is sued, he must defend by Guardian only, for he can neither sue nor defend by Attorney. A *Feme Covert* cannot sue without her Husband.

An outlawed Person is disabled to sue any Action against any Man in any Court of Law or Equity; yet as Executor he may sue, because it is not in his own Right, but in Trust for another; but any Man may sue a Person outlawed. A Man that is attainted in a *Premunire* may not sue in any Action; and a Man that is a Convict Recusant, is disabled as long as he so continues, But *Note*; All these Disabilities remain but during the Continuance of the same Impediment.

Limitations of Actions.

And it is to be noted, That by the Statute of Limitations, 21 *Jac. I.* All Actions of Debt grounded upon any Lending or Contract, as Book-Debts without Specialty, and for Rents in Arrear, all Actions of Trespass, *Quare Clausum fregit*, Trover, Detinue and Replevin, for taking away Goods and Chattels, Actions of Account, other than such as concern

cern Merchandise ; all Actions of the Case (except for Slander) which shall be sued ; must be commenced and brought within Six Years after the Cause of such Action or Suit accrued, if the Plaintiff be then of full Age, *Discovert*, *Compos Mentis*, out of Prison, and in *England*, otherwise within Six Years after he becomes so.

Also all Actions of Trespafs, for Assault, Menace, Battery, Wounding, and Imprisonment, within Four Years after the Cause of Action ; and all Actions of the Case for scandalous Words, within Two Years after the Cause of Action.

Provided, That if in any such Action, Judgment be given for the Plaintiff, and the same be reversed by Error, or a Verdict pass for the Plaintiff, and on Motion in Arrest of Judgment, it is given against him ; or if the Defendant be outlawed in the Suit, and after reverse the Outlawry ; in these Cases the Plaintiff may commence a new Action within a Year after such Judgment reversed, or given against the Plaintiff, or Outlawry reversed.

Of Executions.

Execution is a judicial Precept issuing out after Judgment, properly called a *Fieri facias*, or *Levari facias* ; for where a Man hath recovered by Default or Verdict, then he that hath recovered may have such Precept, commanding the Bailiff to levy the Monies so

recovered of the Goods and Chattels of the Defendant, and to bring it into the Court, that the Plaintiff may have it. (See the Forms of a *Fieri facias*, and *Levari facias*, *infra*).

The Bailiff, by Virtue of this Precept or Warrant after Judgment, may distrain the Defendant's Goods, and detain the Distress in his Hands in Safeguard till the Defendant hath satisfied the Plaintiff of the Condemnation. 4 H. 6. 17. F. N. B. 165. 22 Aff. 27.

The Bailiff upon this Precept is to do his Utmost to levy the Money upon the Goods and Chattels of the Defendant, and for that Purpose he is to enquire and search if he can find out any of his Goods and Chattels, whereof Execution may be made; but it will be prudent for the Plaintiff himself to enquire and search to see if any Thing can be found, and if he can discover any, to direct the Bailiff to it, who *ex Officio* is to take it and sell it, and if he cannot sell it, he is to return it so; and thereupon a *Venditioni Exponas* shall be sent to the Bailiff to force him to sell it, and to pay the Plaintiff, and the Goods so taken must be appraised, by 27 Aff. 72.

And the Goods of a Man may be taken in any Place within the Manor, though in another Man's House or Ground; but the Bailiff must take Care not to take or attach the Goods of another Person; for if he takes the Horse of the Master, where the Plaint is against the Servant, Trespass lies for the Master against the Bailiff. 13 H. 4. 2. Dr. and Stud. 139. 35 H. 6. 25.

No Goods shall be taken but the proper Goods of the Party, and not Pledges or Pawns, nor borrowed Goods. 35 H. 6. 25. and see 24 H. 8. *Pledge* 28. and 4 H. 6. *Distress* 75. Goods pawned shall not be taken in Execution for the Debt of him who pawned them, during the Time they are so pawned.

And if a Man letteth to Farm by the Year, Oxen or other Cattle, and after the Lessor is condemned in any Action of Debt, &c. the Oxen or Cattle so demised, cannot be taken in Execution for such Debt, &c. during the Term they are so demised. 22 E. 4. fo. 10.

But if after Judgment a Man doth sell his Goods to defraud me of my Execution, and nevertheless takes the Use or the Profits of them: If it be so found, I may have Execution of the Goods so sold by Fraud. 43 E. 3. fo. 2. 22 Aff. 72. 50. E. 3. 8.

If the Bailiff hath a *Fieri facias* against a Man, who before Execution executed pays the Money; in this Case the Bailiff cannot do Execution after, and if he do, an Action of Trespass lies against him. Pas. 12 Car. 2. B. R.

If a Man hath a Judgment in this Court against the Plaintiff or Defendant, and the Execution is delayed or Deferred in Favour of him, the Party grieved may have a Writ *De executione judicii*, from above, to hasten it. F. N. B. 120.

After Distress or Attachment made, if the Bailiff doth not return his Precept the next Court, an Action of Trespass lies against him
for

for the Defendant, and an Action of the Case for not returning the Precept for the Plaintiff. 10 E. 4. 18. 13 H. 7. 3.

But if the Sheriff levy Money upon an Execution, and giveth it to the Plaintiff, tho' he never make any Return to the Court, it is good enough. Co. 5. 90. 20 H. 6. 24. Co. 4. 67.

By a *Fieri facias* (or *Levari facias*) the Bailiff cannot break open the Door or Chest to take Goods in Execution; and if he do, Trespass lies against him for the Breaking only, and not for Taking the Goods in Execution. 18 E. 4. 4. 13 E. 4. 9. But 8 E. 2. *Br. Executors* 152. seems to the Contrary.

A Bailiff cannot pull the Latch to open the Door, if it be shut, to make a Distress, &c. Co. 5. 91, 93. *Dyer* 97. 244. And see *Fitzb. Tit. Distress* 21. A Bailiff came to a House to distrain, and the Doors being fast shut and barred, he with his Hand thro' a Crevice or Hole did shove back the Bar and opened the Door, and did take out Two Cows in Name of a Distress; and because taken in this Manner, the Distress was adjudg'd to be wrongful.

If the Sheriff open or break any House to do Execution at the Suit of a common Person, the Execution is good; but the Party whose House is broken, may have an Action of Trespass against him for the Breaking of the House. Co. 5. 93. But if the outer Door of the House be open, the Sheriff may go into the House and take any Thing there liable to Execution; and being come in at the open Door, it seems he may break open any of the inner Doors. Co. 5. 90. Co. 4. 74.

Where

Where only an erroneous Judgment is given, the Officer that does Execution thereupon is excused. 22 *Aff.* 64. But *contra*, where Judgment is of a Thing where they have no Jurisdiction; for in that Case, Trespass lies against the Officer for executing such Judgment: Whereas if the Judgment be only erroneous, and so void, false Judgment only lies, but no Trespass against the Officers. *Plowd.* 394.

If one distrain my Cattle or Goods without Distress any Cause or Colour, or that is not good and just, or having distrained 'em, will not tell me, requiring it and offering Satisfaction, for what Cause he distrain'd 'em; or if having Cause to distrain, he distrains Beasts or Things not distrainable; or having distrain'd Beasts distrainable, he afterwards abuses 'em: As if being an Horse or Ox, he rides or works it; or being unruly, he fetters it or beats it; or if he puts them in an unknown Place, so that I cannot tell how to come to feed them; or if he distrains them in a Place not distrainable; or after they are distrain'd, takes them out of the County: In all these Cases I may have an Action of Trespass against him. *Co.* 8. 147. *F. N. B.* 45. *Dr. and Stud.* 112.

See more of Distresses *antea*.

Forms of Precepts and Processess in this Court.

To G. P. one of the Attornies of the Court-Baron, held within the Manor of D. in the County of S. or to any other Attorney of the same Court.

Warrant of
Attorney to
Appear.

I T. G. do hereby desire, impower, and authorize, you to appear for me in your said Court, on *Thursday, &c.* in an Action of Debt for, *&c.* (or Trespass, *&c.*) at the Suit of H. J. and for your so doing, this shall be your sufficient Warrant. In Witness, *&c.*

Condition
for Appearance.

The Condition, *&c.* That if the above-bounden T. G. do appear at the next Court to be holden at C. *&c.* to answer to H. J. in an Action of Debt, *&c.* and do also stand to such Order as the Court in that Behalf shall set down and adjudge according to Law, that then this present Obligation to be void, *&c.*

A Summons to appear.

W. B. Seneschallus Ballibo Manerii
p̄dia' salutem. Manda qđ summoneas
T. G. ita quod sit ad p̄xor' Cur' tenend'
apud C. p̄dia' die Jovis scilicet 20 die
Maii ad respondend' H. J. de p̄lito debiti
(vel de p̄lito Cr̄nigr' super Casum) Et
hoc

hoc, &c. Dat sub sigillo Officii mei 1 die
Maii Anno Rñi Dñe ñre Anne Regine,
&c. undecimo.

W. B. Seneschal Ballivo, &c. Salu- ^{Attach-}
tem. Quia H. J. queritur vers' T. G. ^{ment.}
in plito debiti triginta solidorū (vel in
plito Transgressionis, &c.) & invenit Pleg
de p̄sequendo, &c. Ideo tibi p̄cepto
quod attachias p̄dict' T. G. per omnia
bona & catalla sua ad respondendū p̄facto
H. J. in plito p̄dicto ad p̄xor' Cur' ibid
tenendam, Et habeas ibi hoc p̄ceptū
& qualiter executionem inde fecisti. Dat,
&c.

Or thus, W. B. &c. Mando quod atta- ^{Aliter.}
chias (seu Distringas) T. G. per bona
& catalla sua. Ita quod sit ad p̄xor'
Cur' ibi tenendū die, &c. ad respondendū
H. J. de plito debito de, &c. Et hoc,
&c.

W. B. Seneschal, &c. Mando quod ^{Second or}
duces ad p̄xor' Cur' ibid tenendū die, &c. ^{third At-}
p̄xor' futur' omnia bona & catalla T. G. ^{tachment}
que cum nuper aliis p̄cept' tibi in ea ^{or Distrin-}
pte p̄ius direct' distrinxisti ad secta ^{g^{as}.}
H. J. in plito debiti & qđ ulterius
distringas (seu attach) p̄dict' T. G. per
alia bona & catalla sua ita quod sit ad
p̄xor' Cur' tenendū apud C. &c. p̄dictum
Die Lune, &c. ad respondendū p̄facto H. J.
in p̄dicto plito debiti. Et habeas ibi hoc
p̄ceptū. Dat, &c.

*Venditioni
Expnas.*

See a Venditioni Expnas hereupon
ante.

*A Superse-
as to a Di-
stringis or
Attach-
ment on
Appear-
ance.*

W. B. Ec. Salutem. Cum nuper tibi mandavi quod attachias **T. G.** p bona & catalla sua ita qd sit ad hanc Cur' tenend' Die, Ec. ad respondend' **H. J.** de plito **Debiti, Ec.** quia tamen idem **T. G.** comperuit p **G. P.** attornatū suū ad respondendū prefato **H. J.** in plito suo p'dict', Ideo tibi precipio quod de executione precepti predicti omnino Superse- deas, Et si aliqua bona seu catalla dicti **T. G.** virtute precepti ill' cepisti seu distrinxisti tunc ea sine dilatione eidem **T. G.** redeliberari facias. **Dac, Ec.**

*Venire Fa-
cias.*

See a Venire Factas for summoning a
Jury, ante.

*A Subpna
ad Testifi-
cand'.*

W. B. Seneschall, Ec. V. M. T. V. J. P. Ec. Salutem. Nobis & cuilibet vestro Mando quod oibus aliis p'termis- sis & quacumq; excusatione cessand' sitis in propriis psonis vestris ad prox' Cur' ibid' tenend' Die, Ec. ad testificand' & veritatem dicend' in quadam Materia controversa in eadem Cur' penden' inter **H. J.** Querentem & **T. G.** Defctem in plito Transgressionis super casum & hoc nullatenus omittatis sub periculo incumbend'. **Dac, Ec.**

*A Levori
facias.*

W. B. Ec. Salutem. Quia **H. J.** recuperabit versus **T. G.** 30 s. in p'te **De- biti** (vel **Ec.**) & un solus pro misis & Custagiis unde p'dictus **T.** convictus est

per Iudicium Curie, Ideo Levari faci-
cias scdm Consuetud p̄dīa' 30 s. in dīaa
Cur adjudicat & dīa' un̄ solīd p̄o mīss,
Et denarios illos habeas ad p̄or' Cur
ad reddend p̄fato T. G. p̄o dampnis
p̄dīa', Et habeas ibi hoc p̄ceptū &
qualiter, &c. Dat, &c.

III. B. &c. Salus. Mando quod de ^{A Fieri fa-}
bonis & catallis T. G. Fieri facias ^{cias in}
tam quoddam Debitum triginta soli- ^{Debt.}
doꝝ quod H. J. in Curia ista recupe-
rabit vers eum quam 12 s. & 10 d. qui
p̄fato H. J. in eadē Curia adjudicat
fuer' p̄o mīss & Custagiis suis circa
secam suam in ea parte expend & ha-
beas denarios illos ad p̄ximā Curia
ibi tenend Die, &c. ad reddend p̄fato
H. J. de Debito & Damnis p̄dīa' unde
conbia' est, Et hoc, &c. Dat, &c.

Fieri facias 32 s. & 2 d. qui T. G. ^{A R' Fa'}
in Curia adjudicat fuerunt p̄o damp- ^{on a Ver-}
nis suis scdm formā Statuti que su- ^{dict for the}
stinuit occasione quod idem H. J. quan- ^{Defendant.}
dā Querelam in p̄lito Trnsge Inper calū
vers p̄fat T. injuste p̄secut fuit p̄out
per quandam Jur' patrie nuper com-
pere existit & denar illos habeas ad
p̄or' Cur ibi tenend Die, &c. ad red-
dend p̄fato T. de Dampnis p̄dīa' unde
Conbia' est, Et hoc, &c.

Fieri fac 14 s. & 4 d. qui T. G. in ^{A Fieri fac}
Curia p̄dīa' corā Deccatoꝝib' ejusdm ^{for Colts}
Curie juxta formā Statuti inde edic ^{upon a}
^{Nonfuit.}
&

Et probis adjudicat' fuerint pro Miss & Custag suis pro eo quod p'dia' H. non prosecut' fuit querelam suam per eundem H. in p'tio Trāsgre' & Insule vers' p'fat' C. in p'dia' Curia nuper impetrat, Et denarios ille habeas ad p'por' Cur' corā Sextatozib' Curie p'dia' tenendū Die, &c. ad satisfaciendū p'elato C. de Miss & Custag p'dia' unde, &c.

A Fieri fac' in Trespass. Fieri fac, &c. qui H. J. in Curia p'dia' coram Sextatozibus ejusdem Curie adjudicat' fuerunt pro dampnis suis que fuit octone cujusdam Trāsgressio- nis eidem H. per p'fat' C. apud, &c. p'dia' illat, Et denar' ille, &c. ad satis- faciendū p'elato H. de Dampnis p'dia' un- de, &c.

And the like in Trespass on the Case, only adding Super Calum after Trāsgres- sionis.

On a Pro- mise. And if it be in Assumpsit or Promise, say, Occasione quarundam promissionū & assumptionū eidem H. per p'fat' C. apud, &c.

A Sale to the Plain- tiff of Goods levi- ed on a Fi- eri facias. " Know all Men by these Presents, That
 " I T. B. of &c. Bailiff of the Liberty of,
 " &c. in the County of, &c. by Virtue of
 " a Precept of *Fieri facias* from the Steward
 " of the Court within the said Liberty,
 " to me directed, have levied of the Goods
 " and Chartels of T. G. the Sum of, &c.
 " being

“ being a Debt due to H. J. and levied by
 “ Virtue of the said Precept to his Use: In
 “ full Satisfaction of which said Sum of—
 “ I do, by Virtue of the Precept or War-
 “ rant to me directed as aforesaid, assign, sell,
 “ and set over, to the said H. J. all the
 “ Goods and Chattels in the Appraisement
 “ hereto annexed, valued and nominated
 “ at the Rate of—— To have and to
 “ hold the said Goods and Chattels to
 “ him, his Heirs, Executors, and Admini-
 “ strators, as his and their own proper
 “ Goods, as fully and absolutely as I the
 “ said T. B. might, could, or ought to do
 “ by Virtue of the said Precept and Ap-
 “ praisement, or otherwise howsoever. In
 “ Witness, &c.

Note; This Sale is founded on the *Vendori Exponas*. Vide ante.

H. J. Queritur de B. F. Defend' de p'lito
 Debiti ad Damn' 20s.

Virtute istius Precepti mihi direct' re- Return'
 cordari & capi causabimus Placit' depend' placitorum.
 coram nobis in Cur' nra inter partes infra
 nominat' & in eodem Statu & Conditione
 sicut nunc pendet, & partibus p'd p'xi-
 mus & dedimus notitiam q'd sint apud
 Cur' Comit' Die & Loco inframencionat'
 placitum p'dict' prosequi sicut Iustitie &
 equitatis pertinebit prout istud precep-
 tum exigit & requirit. In cujus rei
 S Testi-

Testimonium suimus. Manus & sigilla nra.
Dat., &c.

W. B. Seneschal.

T. B. Ballibus.

Ad Curiam Baron, &c. Cent', &c.

H. J. Queritur vers' E. F. de plito Trans-
gression' super-Casum ad Damu' 30 s.

Retorn'
Loquela.

Virtute hujus Precepti mihi direct' ad
Eor' predicta' sent' Die & Anno predicta' in
plena Cur' ibid' Recordari feci loquelam
unde interius sit mentio que loquet patet
suprascript'. Et illud Record' retinavi si-
gillat' sigilla mea, & sigillis predicta' qua-
tuor legalium hominum qui eadem Cur'
Secundo illo interfuer', Et partibus in-
frascript' Diebus prefri in Prebi specifi-
cat' quod tunc sint parat' prout Justum
fuerit processur' in Loquela predicta' sicut
interius nra' preceptur'.

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W. B. Seneschal.

C. D.

E. F.

G. H.

J. K.

Suitors.

Declarations in this Court.

In Debt
for Money
lent.

A. B. queritur vers' C. D. in plito
Debiti triginta solidorum pro eo vidit,
&c. & unde idem A. B. per E. F. At-
toru' suum dicit qd cum predicta' C. D.
Die

Die 4^{to} Anno, &c. apud S. infra Iurisdictionem huius Curie mutuatus fuisse de p^{re}dicta A. B. p^{re}dicta 30 s. solvend^u eidem A. B. cum inde requisit^u fuisse p^{re}dicta tamen C. D. licet sepius requisit^u nondum reddidit sed ille ei hucusq^{ue} reddere contradixit & adhuc contradicit unde dicit qd^o deteriorat^u est & dampn^u habet ad valent^u 30 s. & inde producit sextam, &c.

A. B. per C. D. Attorn^u suum queritur qd^o C. D. de p^{re}dicto qd^o reddat ei 25 s. quas ei debet & injuste detinet, &c. pro eo viz. Quod cum (Die 4^{to} Anno) apud S. infra, &c. insimul computassent de & pro diversa denar^u summis tunc & ante temp^u ille debet^u & insolvet^u per eundem C. D. eidem A. & adtunc & ibi cognovit se in Arrearag^u esse indebitat^u eidem A. summa 25 s. solvend^u p^{re}dicta A. cum idem C. D. inde requisit^u esset p^{re}dicta tamen, &c.

Debt upon Accounting together.

A. B. &c. pro eo viz. qd^o eid^u p^{re}dicta C. D. (Die 4^{to} Anno) apud S. infra, &c. retinisset eundem A. ad imponent^u super Pedes Equor^u p^{re}dicta C. D. quadraginta novas soleas ferreas (Anglice Horse-shoes) & ad removend^u 40 soleas ferreas, Anglice, &c. Et ad faciend^u un^u focariam (Anglice a Fire-shovel) ac ad recipiend^u de p^{re}dicto C. D. pro Impositione quadragint^u novar^u solear^u ferrear^u p^{re}dictar^u & quadragint^u remotionibus 20 s. Et sit pro alit^u Parcelle solvend^u eidem A. B. cum in-

Debt for Retainer, &c.

de requisit' fuisse, Virtute cuius retensionis prefat' A. B. predicas quadragint' novas soleas ferreas & quadragint' remotiones sup pedes equorum ipsius C. D. imposuit, &c. per quod actio accrebit, &c.

Debt for Goods sold. G. R. per, &c. queritur versus R. C. in placito debet' 30 s. pro eo videlicet quod cum pdia' R. C. (tali Die & Anno) apud, &c. infra, &c. emisset de eod' G. B. — s. unam Parcelle de, &c. pro 16 s. & nū, &c. pro 14 s. solvend' eid' G. B. cum inde requisit' fuisse que quid sum in toto se attingunt ad pū 30 s. pū tamen R. C. licet sepius requisit' pdia' 30 s. eid' G. R. nondum reddidit, Sed ill', &c. ut ante.

Bar ad inde. Et predia' R. C. per J. A. Attozū suum ven' & defend' vim & injur' quando, &c. & dic' quod ipse non debet prefat' G. B. pdia' 30 s. nec aliquem denar' inde in forma qua idem G. B. superius versus eum querit', Ideo concess' est quod pred' R. C. vadeat ei inde legem suam de duobus manupleg' de J. M. & R. J. & ven' cum lege hic ad proximam Cur' in propria persona sua, & dia' est prefat' Attozū predia' R. C. quod tunc habeat hic eundem R. C. magistrum suum in propria Personā sua ad persiciend' legem suam pdia', &c.

Debt for Rent in Arrear. R. M. per, &c. queritur versus P. D. de placito quod reddat ei 30 s. quos ei debet & injuste detinet, &c. pro eo qđ idem R. M. Die, &c. apud, &c. demisit concess'

fit, & ad firmam tradidit eidem H. D. un-
 Cottag & quatuor acr' terr' arabil' cum
 pertin' jacent' & existent' apud, &c. pdia'
 ac infra Jur' pdia' Habend' & tenend' dicta
 Cottag & terr' arabil' cum pertin' eidem
 H. D. & assign' suis ab Annunciat' beate
 Marie Virgin' vulgarit' voc' Lady-day,
 tunc ult' p'eterit' pro & durand' termino
 trium Annorum extunc p'oxim' sequent'
 plenar' complend' finiend' & terminand'
 reddend' inde Annual' redd' pro p'edictis
 p'emiis eidem R. M. pro Anno primo
 trium Annor' pdictor' redd' trium librar'
 in denar' munerat' in manibus solvend'
 eidem R. M. & iiii l. x s. &c. Annuatim
 solvend' eid' R. M. pro al' duobus annis
 redd' dicti termini ad Festa Sancti Mich'
 Archang' & Annunciat' beate Marie Vir-
 gin' per equales portiones Virtute cujus
 dimissionis idem H. D. in dicta Cottag
 & cetera p'remissa intravit, & fuit &
 adhuc existit inde possessionat'. Et quia
 xxxv s. pro dimid' ann' finit' ad festum
 Sancti Mich' Archang' Anno, &c. sunt in
 Arrearag' & insol' p'elac' R. M. Ideo
 actio accrevit eidem R. M. ad exigend'
 & Habend' de p'edicta H. D. dictos xxxv s.
 p'edict' tamen H. D. licet sepius requisit'
 p'edict' xxxv s. eidem R. M. hucusq' red-
 dere & solvere contradixit, & adhuc red-
 dere & solvere contradicit ad dampnum
 ipsius R. M. xxxviii s. Et inde p'odue-
 lectam, &c.

For Ser-
vants
Wages.

A. M. per. Ec. queritur versus J. S. de placito quod reddat ei xx s. Ec. quos ei debet & injuste detinet pro eo quod cum predicto P. S. Die, Anno, Ec. apud, Ec. retinisset eundem A. M. ad deservienda J. S. in loco Servientis abinde usque ad Festum Sancti, Ec. tunc propter sequentes ad agendum & exequenda legales Occasiones & mandata prefat. J. S. per tempus predictum solvendi inde eidem A. M. xii d. Ec. quod predictus J. S. adtunc & ibidem solvit prefat. A. M. ac etiam xx s. ultra, Ec. pro salar. suo durante termino predicto ad dictum Festum, Ec. Anno, Ec. predicto, Et predictus A. M. in facto die quod ipse juxta retentionem pred. deserviebat dicto J. S. in loco Servientis, & fecit & peregit legalia mandata & Occasiones prefat. J. S. per tempus predictum apud, Ec. Et quod xx s. pro salar. suo pro Servie. suo pro tempus predictum debet ad Festum, Ec. Anno, Ec. superius mentionat. adhuc est in Arresto & insat per predictum J. S. eidem A. M. per quod actio accrebit J. S. dic. xx s. predicta tamen J. S. licet sepius requirit Ec.

For Attor-
nies Fees.

R. A. Gen. Ec. per T. S. Attornd. suum queritur de W. P. de placito quod reddat ei xxvii s. quos ei debet & injuste detinet pro eo quod cum predictus W. P. Die & Anno, Ec. apud, Ec. retinisset eundem R. A. essent Attornd. ipsius W. P. in Curia, Ec. tent', Ec. coram, Ec. ad prosequendum

quend tanquam Altorū ipsius W. P. pro
 eod W. P. in quadam actione in nomine
 ipsius W. P. versus quendam C. C. de
 placito debet a dictis Die & Anno, &c.
 tamdiu ambabus partibus placeret ca-
 piend inde pro feod & Labore suo in
 ea parte sistent qualibet Cur que idem
 R. A. Altorū placet W. P. in sexta
 illa sic existit ii s. legalis, &c. Ne ultra
 feod & rationabil misas & expens per
 eundem R. A. in & circa prosecutionem
 Actionis pdictae solv & deponend Dicitur
 cujus retentionis idem R. A. Altorū ip-
 sus W. P. pcedia fuit pro odo Curliis
 Com tunc ppor sequend & quod deposu-
 isset Clerico & al Minister ejusdem Cur
 in & circa Prosecutione ejusd scate xx s. ii d.
 &c. qui quidem xx s. ii d. unacum xvi s.
 ppg feod suis pro pdicta odo Curliis in
 toto attingunt ad xxxvii s. ii d. &c. ra-
 tione cujus actio accrebit eidem R. A.
 ad exigend & habend de pstat W. P.
 pdicta xxxvii s. ii d. pdicta tamen W. P.
 licet sepius requirit pdicta, &c. ut ante.

C. P. & C. uxor ejus Administrat^{Upon a Bill}
 Bond & Catallo que fuer C. B. de^{to be paid}
 funa queruntur per S. D. Altorū suod^{at the Day}
 versus J. P. alias dict J. P. de, &c.^{of Marri-}
 in dicto Com Gen de placito quod red^{age, and}
 dat eis, &c. quas eis injusse detinet, &c.^{Issue upon}
 ad eam pdicta J. P. (tali Die Anno &
 loco) per quandam Billam suam obli-
 gatorū Sigillo suo signat & hic in Cur pro-
 lat cujus dat est eidem Die & Anno
 pro & in Consideratione unius Annuli
 aurei,

aurei, cum quodam Lapide, vocat' a Dia-
 mond, in eodem Annulo impresso, quem
 de predicto T. B. in vita sua recepit Die
 consecrationis ejusdem Bille cognovisset &
 concessisset ad & cum predicto T. B. in vita
 sua quod ipse idem J. B. Exec' vel As-
 sign' sui solberent vel solvi causarent
 p'fat' T. B. vel Assign' suis pro eodem
 Annulo tali die & tempore qual' ipse
 idem J. B. uxorem duceret vel nuptus
 foret, vel ad aliquod aliud temp' post de-
 sponsalia sua quandocunq; requisit' fuisset
 per predicta T. B. Exec' vel Assign' suos sive
 per ipsum qui Billam predicta' afferet dic-
 tam sum, &c. ad ejus vel eor' usus predicta'
 tempore solvend'. Et predicta' T. B. & C.
 in facto dic' quod predicta' J. B. post con-
 secration' Bille illius scilicet (tali Die
 Anno & Loco) infra Eccles' Parochia' de,
 &c. in Com' predicta' & jure predicta' uxo-
 rem duxit quandam J. D. per q'd actio
 accrevit eidem T. B. in vita sua ac eidem
 C. post mortem ipsius T. B. dum sola
 fuit, & predicta' T. B. & C. post desponsalia
 inter eos celebrat' ad exigendi & habendi de
 predicta' J. B. eisdem, &c. predicta' tamen J. B.
 licet sepius requisit' predicta', &c. eidem
 T. B. in Vita sua vel p'fat' C. dum sola
 fuit cui administrat' omnium Bonorum
 & Catallorum que fuer' predicta' T. B. tem-
 pore mortis sue (tali Die, Anno, & Loco)
 per talem Episc' commiss' fuit nec predicta'
 T. B. & C. post desponsal' inter eos ce-
 lebrat' non reddidit, sed illas eidem
 reddere contradixit, & illas p'fat' T. B. &
 C. reddere adhuc contradixit & injuste
 detinet

detinet unde dic' quod deteriorat' sunt & ad damid' habent ad valent' &c. Et inde producunt Bexam, &c. Et proferunt hic in Cur' Literas Administratoꝝ p'dictas, &c.

Et p'dict' J. F. per R. B. Attorn^{Bar infra etatem.} suum v'ed' & defendi' injur' quando, &c. Et dic' quod p'dicti C. P. & C. actionem suam p'dicta' versus eum habere non debent quia dic' quod ipse tempore confectio- nis Wille p'dict' fuit infra etatem v'igint' & unius Annorum, & hoc parat' est verificare: Unde per' Judic' & p'sar' C. P. & C. actionem suam p'dicta' versus eum habere debent, &c. Et p'dicti C. P. & C. dicunt quod ipsi pro aliqua p'p' allegat' ab actione sua p'dicta' habend' p'cludi not debent, quia dicunt qd' p'dictus J. P. tempore confectio- nis Wille p'dict' fuit plene etatis v'igint' & unius Annorum, ac non infra etatem, prout p'dictus J. P. superius allegavit: Et hoc per' qd' inquiratur p' Patriam & p'dict' J. P. similiter: Ideo p'cept' est, &c.

A. B. virtute h'rebis, &c. querit' ver-
sus C. P. de placito quare p'dictus A.
die, &c. apud, &c. mutuo accepit de p'dicta'
C. P. xii l. &c. & adtunc & ibidem pigno-
ravit & in nomine pignoris dedit & de-
liberabit p'sar' C. P. diversa bona &
Catalla p'dict' A. B. ad valent' xxiv l. lega-
lis, &c. pro securitate solutionis eidem
C. P. p'dictar' xii l. una cum interesse p'
deferend' & dando diem solutionem dicitur'
xii l.

Declarati-
on in A&B.
on upon
the Case,
for not de-
livering of
a Pawn up-
on Tender
of the Mo-
ney bor-
rowed.

xii l. iuxta rat' vii. per Cent. quoniam p'dict' A. S. p'dict' xii l. p'dict' C. P. reserbat. Et p'fat' C. P. adtunc & ibidem videlicet die, &c. p'dict' apud, &c. in consideratione p'remissis super se assumpsit, & eidem A. S. adtunc & ibidem fidelit' promissit quod ipse p'fat' C. P. Bona & Catalla p'dict' sibi per p'fat' A. S. antequam pignozat' & deliberat' eidem C. P. super solutionem p'dictarum xii l. una cum interesse pro p'dictis xii l. iuxta rat' p'dict' sibi faciendi bene & fidelit' redeliberaret: Ne licet p'dictus A. S. postea scilicet Die & Anno, &c. & sepius postea apud, &c. p'dictas xii l. una cum interesse pro eisdem xii l. iuxta rat' vii. per Cent. per totum tempus p'dict' C. P. plenarie ad solvendi & satisfaciendi obtulit, p'dictus tamen C. P. Promissionem & Assumptionem suas p'dictas minime curans, sed machinans & fraudulent', intendens eundem A. S. in hac parte callide & subdole decipere & defraudare p'dictas xii l. una cum tenore pro eisdem xii l. iuxta rat' p'dictum de p'fat' A. S. recipere, & Bona & Catalla p'dicta eidem A. S. deliberare omnino recusat' ad grabe damni ipsius A. S. &c.

Upon Promise to pay so much for a Thing as it should be reasonably worth.

J. J. et. queritur de R. R. de placito transge sup Casum, &c. pro eo cum dictus R. R. Die, Anno, &c. apud, &c. in consideratione q'd p'dictus J. J. ad requisitionem dict' R. R. bargainizasset & vendidisset eidem R. R. undecim carreatas carbonum super se assumpsit & p'fat' J. J. ad.

ad tunc & ibidem fidelit' promisit quod ipse idem R. R. tantas denariorum summas quantas p'dicte undec' caritate carbonum rationab' valebant eidem J. J. cum inde requisit' fuisset bene & fidelit' solvere & contentare vellet. Et p'sat J. J. in faao dic' quod p'dicte undecim caritate carbonum rationabiliter valebant trigint' & tres solidi, &c. p'dictus tamen R. R. Promissionem & Assumptionem suas p'dictas minime curans sed subdole & callide intendens eundem J. J. in premis defraudare & decipere, licet sepius requisit' p'dict' trigint' & tres solidos eidem J. J. non solvit, sed illi ei hucusq' solvere omnino recusabit & adhuc recusat contra Promissionem & Assumptionem suas p'dictas ad grave damnum ipsius J. J. unde dic' quod deteriorat' est damnum habet ad valenc' 35 s. Et inde producit letam, &c.

J. B. per C. W. Attorn' suum queritur de C. f. de placito Transgressionis super Casum, &c. pro eo, viz. Quod cum p'dictus C. f. (Die & Anno) apud, &c. in Com' p'dict' ac infra Jurisdictionem hujus Curie in consideratione quod ipse idem J. B. ad speciales instantiam & requisitionem p'dicti C. f. assignaret p'sara C. f. remanere termini sui duos Annos q'd habuit in uno Clauso p'ati cum p'rid jacent' & existent' in, &c. p'dict' in Com' p'dict' ac infra Jurisdictionem p'dict' ante vicesimum quintum diem Martii tunc instantis super se assumpsit & eidem J. B. ad tunc

Upon Pro-
mise to pay
a Sum of
Money on
assigning
of a Term.

ad tunc & ibidem fideliter promissit quod ipse idem C. f. triginta solidos legalis, &c. eidem J. B. ad sigillationem ejusdem Assignandi bene & fideliter solvere & contentare vellet. Et eidem J. B. in facto dicit, quod ipse idem J. B. postea & ante predicta vicesimo quinto diem Martii scilicet vicesimo die Martii Anno Regni Domine Regine nunc decimo supradicta apud, &c. predicta ac infra, &c. per scriptum suum sub sigillo ipsius J. B. assignabit eidem C. f. remanere termini sui predicta in Clauso predicta ad predicta instantiam & requisitionem dicti C. f. predicta tamen C. f. Promissionem & Assumptionem suas predictas minime curans, &c. predicta triginta solidos non solvit, &c.

For Oxen
fold war-
ranted to
draw well,
and not
proving so.

M. B. per J. S. Attornd suum queritur de C. f. de placito Transgressionis super Calum, &c. pro eo videtur quod cum idem M. B. (Die & Anno) apud, &c. in Com predicta ac infra Jurisdictionem hujus Curie emebat de eod C. f. duos Bobes pro quadam Pecunie summa ad tunc & ibidem eidem C. f. per ipsum M. B. agreeat solvens prefatus C. f. in consideratione inde super se assumpsit & eidem M. B. Warrantizabat quod predicti duo Bobes ad hauriendum apti & assueti fuissent & in hauriendi quieti & ordinati forent ubi reuera Bobes predicta ad hauriendum minime apti aut assueti fuissent & tunc in hauriendo furiosi inquieti & inordinati fuerunt & adhuc existunt. Et sic predictus C. f. ipsam M. in venditione duorum Bobum predicta collide & subdole

subdole adtunc & ibidem decepit & defraudabit p qđ diversa ardua negotia ipsius A. in Agricultura p spacium quatuor Mensum infecta remanser ad damin, &c.

R. D. per, &c. queritur de J. B. de placito Transgr super Casum eo quod cum Die, &c. apud, &c. pdictus J. B. indebitat' fuit eidem R. D. in octodecim solidos, &c. pro cibo & potu quibus pstat' R. D. apud, &c. ipsum supplevit, & sic indebitat' existent' in consideratione quod pdictus R. D. adtunc & ibidem apud, &c. & infra Libertat' & Jurisdictionem hujus Cur ad special' instant' & requisitionem ejusd' J. B. tempus daret pro solutione eorundem 18 s. usq; ad pr' diem sequen' ipse idem J. B. sup se assumpsit & eidem R. D. adtunc & ibidem fidelit' promisit quod, &c. prox' diem bene & fidelit' solvere & contentare vellet. Et licet pdict' R. D. usq; ad prox' diem sequen' & hucusq; precepit solutionem eor' 18 s. pdictus tamen J. B. Promissionem & Assumptionem suas pdictas minime curans, sed machinans & fraudul' intendens eundem R. D. &c.

For Diet
and Time
given for
Payment
of the
Debt.

M. R. queritur de G. R. &c. quod cum pdictus G. R. Die, Anno, &c. in consideratione quod pdictus M. R. adtunc & ibidem ad requisitionem ejusdem G. R. defalcaret quedam jampna vocat' Whins, ejusdem G. R. tunc crescent' & existent' in quodam Clauso voc' le G. jacent' infra pprecina' Ville de, &c. & faceret eadem jampna

For a La-
bourer's
Hire.

jampna. in fascies jampnos. (Inghe Whinkins) sive fasciculos sup se assumpt ac eidem M. H. ad tunc & ibidem fidelit' promisit quod ipse idem G. H. quant' placeret sive contentaret eidem M. H. pro opere & labore suis in defalcand & factend dicta jampna in fasciculos in Clauso p'dicto tamdiu p'fat' M. H. adeo operaret & laboraret p p'dicto G. H. cum inde p'fecta requisit' fuisset, bene & fidelit' solvere & contentare vellet. Et p'dictus M. H. in facto dicit quod ipse congruenter defalcabit jampna p'dicta & illa fecit in Fasciculos pro p'dicto G. H. in Clauso p'dicti per spacium unius diei integri tunc p'p' sequend & quod optime meruit 12 d. pro stipendio pro opere & labore suis illius diei & quod 12 d. est rationabilis sum ei placere & contentare p dict' opere & labore diei istius in defalcand & factend jampna p'dicta in fasciculos ut p'ficeret unde idem G. H. habuit notitiam p'dictus tamen G. H. Promissionem & Assumpti onem suas p'dictas minime curans, sed callide & subdole intendens eundem M. H. in Premissis decipere & defraudare licet, &c.

Against an
Executor
for agisting
of Beasts.

C. B. queritur de J. S. Executori Testamenti J. P. de Placito Transge super Calum, quod cum Die & Anno, &c. apud, &c. in Consideratione quod p'dictus C. B. ad special' Instanc & Requisicion' J. P. in Vita sua depasceret duos Boves ejusdem J. P. in Terra dicti C. B. in, &c. in Com p'dicta ac infr' Jur p'dicta a die,

die, anno, &c. ad finem unius Mensis
prior sequenti ipse idem J. D. in Vita sua
super se assumpsit & eidem T. B. ad tunc
& ibidem fideliter promissit quod ipse pre-
stat J. D. tantum quant' dicta depast' pro
Averius pdicta' rationabiliter valeret eidem
T. B. cum idem J. D. inde requisit' fu-
isset bene & fideliter solvere & contentare vel-
let. Et prestat' T. B. in facta die quod
ipse a predicto die, &c. ad finem unius
Mensis tunc prior sequenti depast' dictos
duos Bobes ipsius J. D. in Terra ejus-
dem T. B. in, &c. pdicta' ac infra Tunc pdicta',
Et quod eadem depast' rationabiliter valeat
has 12 s. Et pdicta' tamen J. D. in Vita
sua, & pdicta' J. S. post Mortem ipsius
J. D. Promissionem & Assumptionem ejusdem
J. D. minime curans, sed machinans &
fraudulenter intendens eundem T. B. in hac
Parte collide & subdole decipere & defrau-
dare pdictos 12 s. vel aliquem inde de-
nat' eidem T. B. non solvit, nec p' eisdem
aliqua' contentabit sed ille solvere pdicta'
J. D. in Vita sua licet requisit', recusabit,
& prestat' J. S. post Mortem ipsius J. D.
recusabit, & adhuc recusat: Unde idem
T. B. dic' quod deterior est & damnum habet
ad Valenc' 30 s. Et inde producit Sextam,
&c.

W. W. p' R. B. Attorn suum queritur ^{For a Horse}
de R. H. de Blacito Transgr' super Ca- ^{sold, and}
sum eo qd cum pdictus W. W. Die & ^{warranted}
Anno, &c. apud, &c. emisset de pdicto ^{to be found.}
R. H. unum Atrum Spadonem [Anglice
one Black Gelding] pro, &c. legalis, &c.
ipse

ipse idem A. R. adtunc & ibidem War-
rantizabit eundem Spadonem esse incolu-
mem & sanum, ac nulla Morbo vel In-
firmitate teneri: Et p̄dictus W. M. in
fac die quod p̄dict' Spado tunc adeo in-
fect' fuit cum quodam Morbo pestifero vo-
cato, &c. & diversis aliis Morbis & Infe-
mitatibus, quodq; p̄dictus Spado par-
vum valebat ad dam̄ ipsius W. M. 39 s.
Et inde pduc Sextam, &c.

For a Horse
lent, pro-
mising to
deliver
him.

J. R. queritur de J. A. de Placito
Transgr' super Casum, &c. quare cum
dictus J. A. die & anno, &c. apud, &c. in
Consideratione qđ p̄dictus J. R. adtunc
& ibidem ad Instantiam & Requisitionē
ejusdem J. A. mutuo dedisset & delibe-
rasset eidem J. A. unum Badium Equu-
lum, [Anglice one Bay Nag] P̄rec s l. res
deliberandū eidem J. R. cum inde postea
requisit' fuisset p̄fat' J. A. super se as-
sumpsit & eidem J. R. adtunc & ibid
Fidelit' promissit quod ipse idem J. A.
eundem Equulum eidem J. R. cum inde
postea requisit' fuisset Fidelit' redderet &
deliberaret, ac etiam, 12 d. p̄ qualibet die
quo p̄fat' J. A. laboraret & equitaret
eundem Equulum eidem J. R. cum inde
postea requisit' fuisset bene & fidelit' sol-
vere & contentare veller. Et p̄fat' J. R.
in facto die quod idem J. A. per trigint'
dies eundem Equulum laboravit & equi-
tabit; videlicet apud, &c. p̄dictus tamen
J. A. Promissionem & Assumptionem suas
p̄dictas minime curans, sed callide & sub-
dole intendens eundem J. R. in Pres-
mimis

minis decipere & defraudare, scilicet Die Anno, &c. p̄dica' ac etiam diversis diebus & temporibus postea & ante Inceptionem hujus sette apud, &c. ad deliberandū eundem Equulum eidem J. R. sepius requisit' fuit, sed p̄dicum Equulum red- dere sibi deliberare omnino recusabit & adhuc recusat, necnon 30 s. p̄o Labore & Mercede ejusdem Equuli p̄o trigint' die- bus p̄dictis eidem J. R. non solvit, sed illi ei solvere similiter recusabit & ad- huc recusat ad grave dampnum ipsius R. &c.

G. B. queritur de p. M. de Placito Against a Carrier, for Loss of Goods de- liver'd to him. Transgr' super Casum, p̄ eo qđ cum p̄stat p. M. (tali die & anno) & diu antea & semper postea hucusq; fuit, & adhuc ex- istit communis Gestator, [Anglice a Com- mon Carrier] a Civitat', &c. in Comd p̄dica' ad Wille de, &c. in diao Comd & a p̄dica' Wille de, &c. Et idem p. M. eodem die & anno & diu antea, & continuo postea hucusq; usitat' & assuet' fuit per se & Servi- entes suos super Equos ipsius p. M. Bona & Catalla p̄o rationabil' & legal' Stipendi' & Salar' aliquibus Personis in ea Parte inde solvendū carriare ultro cit- rorū inter p̄dica Wille de, &c. & &c. juxta usuat' Agreement' & Solucionē in ea Parte faciendū & habendū. Cumq; etiam se- runt Leges & Consuetud' hujus Regni, omnes Gestatores qui Bona & Catalla de aliquibus Person' recipiunt ac gestan- tandū p̄o rationabil' & legal' Stipendi' sive Salar' inde dandū & solvendū obligat' sunt

T

ad

ad conservandū & gestitandū eadem Bona & Catalla consilium Personarum sic recepit sine eorum Spoliatione, Detentione vel Perditione, ita quod pro vel per defectū consiliiis communū Gestatoris nullum damnum ulla Modo contingeret talibus Personis per Gestationem inde cumque p̄dica' P. M. p̄dica' (tali die & anno) apud, &c. p̄dictam ac infra Jur' p̄dica' super se suscepisset cariri in Risco [Anglice a Trunk] Grinat' ferat' cum diversis Denariis Sum de Bonis & Catallis p̄dict' G. B. ad Valenc', &c. in eodem Risco tunc existent' tuto & sedulo a p̄dicta' Will, &c. ad dictam Willam, &c. & p̄cert' & usual' Stipendiū Salar' & Rat' pro Gestatione ejusdem Risci Denar' Bondum & Catallorum p̄dictorum p̄ p̄dicta' G. p̄fat' P. M. postea solvendi. Et p̄dict' P. M. postea scilicet tali die & anno p̄dica' apud, &c. p̄dica' de ipso p̄fat' G. B. Risco cum p̄dica' recepit cum denar' Bonis & Catallis p̄dica' in eod' Risco ut p̄dica' est ferat' in forma p̄dica' gestitand' p̄dicta' P. M. Risco cum p̄dica' cum denar' Bonis & Catallis p̄dictis de p̄fat' G. B. postea, scilicet tali die & anno, tam negligenter & improvide conservabat & carriabit qđ diversa denar' sum Bona & Catalla ipsius G. B. in eod' Risco ut p̄dictatur ferat' scilicet 15 s. in denar' numerat' in Par', &c. ad Valenc', &c. per remissam Custodiam ipsius P. M. ad tunc & ibidem amissa fuer'. Et quod ipse p̄fat' G. B. eodem denar' Bona & Catalla ut mentionat' a Tempore illa usq; diem, &c. scilicet

scilicet tali die & anno, non recepit nec
habuit, licet p̄dictus P. M. per eund'
G. B. postea, scilicet tali die & anno,
sepius requisit' fuisset Penar' Bona &
Catalla p̄dicta eidem G. B. deliberare,
unde idem G. B. dic' qd' damnum habet,
&c.

E. R. queritur de G. S. de placito, &c. Slander for
eo quod cum p̄dictus E. R. bonus verus calling the
fidelis & honest' subdit' & ligeus Dom' Plaintiff
Reg' nunc sit, & tanquam bonus servus Thief, &c.
& fidelis ligeus dic' Dom' Reg' & proge-
nitorum suorum nuper Regum Anglie a
tempore Statutaris sue hucusq; se gesse-
rit habuerit & gubernabit bonorum no-
minis fame conditionis conversationis
& reputationis tam apud venerabiles
personas quam alios fideles subdit' dic'
Dom' Reg' progenitor' suorum quibus idem
E. R. not' fuerat ac cum quibus idem
E. R. quoquomodo consortium habuerat
per totum tempus p̄dict' habit' not' dic-
tus & reputat' fuerat absq; aliqua ma-
cula furti felonie latrocinii aut ali-
cujus alius saltat' seu criminis nocivi
libe suspicione inde hucusq; illesus & in-
taq; semper vixit & remansit p̄dictus ta-
men G. S. p̄missorum non ignarus sed
machinans & malitiose intendens eun-
dem E. R. non solum in bonis nomine
fama opinione credentia estimatione &
reputatione suis ledere detrachere pejo-
rare & penitus destruere verum etiam
eundem E. R. in perturbatione verarib-
us & infamiam ac bonorum & catal-
lorum

lozum suorum forisfactur' inducere Die Anno Regi, &c. in Com' p'dicto ac infr' Jur' hujus Cur' hec falsa malitiosa & scandalosa verba eidem C. R. de eod' C. R. in present' & audit' quamplurimorum fidel' subditoꝝ dic' Dom' Reg' nunc palam & publice, falsa & malitiose dixit retulit propalabit & publicabit in his verbis sequent', Thou (p'dia' C. R. innuens) art a Thief, and I (p'dia' C. R. innuens) will prove thee a Thief, and a Horse-stealing Thief from thy Cradle. Quorum quidem falsozum & scandalosorum Anglicanorum verborum dictionis & propalationis pre-textu idem C. R. non solum in bonis nomine fama credent' estimatione & reputatione suis p'dictis multipliciter lesus & deteriorat' existit verum etiam in magnam infamiam & publicum opprobrium illapsus est, ita qd' diversis person' honest' & fidel' subdit' dic' Dom' Reg' nunc qui ante illud tempus consortium habere cum eod' C. R. usitat' fuer' & ipsum multipere estimarunt seipsos a consortio & societate ejusdem C. R. retrahunt & intromittere & commercium habere cum eod' C. R. penitus recusant ad grave damnum ipsius C. R. 39 s. Et inde produc' Sextam, &c.

Trover and
Conver-
sion.

J. B. virtute h'ebis, &c. querit' de J. C. de placito transgr' super Casum Co quod cum p'dia' J. B. Die Anno, &c. apud, &c. possess. fuisset de und' ressa Equa (Anglice, one Grey Mare) p'ec, &c. ut de bonis & catat' suis p'opriis, & sic inde possessoriat' p'dia' J. B. Die Anno, &c.
p'dia'

pdia' Equam extra manū & possessionē suā casualiter pdidit & amisit, que quidē Equā postea scilicet Die Anno, &c. apud, &c. ad manū & possessionē ipsius J. C. devenit. Predia' tamen J. C. rett' sciend equam pdia' fore equam ipsius J. B. ad ipsum de jure spectare & machinans eundem J. B. de pdia' Equā decipere licet sepius requisit', &c. pdia' Equam eidem J. B. non deliberabit sed pstat' J. C. postea scilicet Die Anno & Loco, &c. eandē equam in usum & commodū suum pprium disposuit & convertit ad grave damū ipsius J. B. unde dic' quod deteriorat' est & damū habet ad valenc', &c. Et inde produc' sextam.

C. D. per C. B. Actozū suū queritur Detinuit.
de R. M. de placito quod reddat ei bona & catalla ad valenc' 38 s. &c. que ei injuste detinet, &c. pro eo quod cum pdia' C. D. Die Anno, &c. apud, &c. deliberabit eid' R. M. unū, &c. precii 20 s. unū, &c. precii 10 s. & unū, &c. ad valenc' 8 s. pro eodem C. salvo custodiend' & eidem C. D. cum ipse idem R. M. inde requisit' fuisset deliberand' predia' tamen R. M. licet sepius inde requisit' bona & catalla predia' eidem C. D. nondū redeliberaverit sed illa ei hucusq' redeliberare contradixit, & adhuc contradicit & injuste detinet. Unde predia' C. D. dic' quod deteriorat' est & damū habet ad valenc' 20 s. Et inde produc' sextam, &c.

Trespass for
breaking
the Plain-
tiff's Stall
in the Mar-
ket, and
assaulting
him.

A. O. queritur de **M. C.** de placito
transgr' Co quod predicta **M. C.** Die,
Anno, &c. apud, &c. in Com predicta &
infra Jurisdictionem hujus Cur' super ip-
sum **A. O.** insult' fec' repostorium (An-
glice a Stall) ibidem in Mercato police &
erect' fregit & intravit & mercesimonia sua
videlicet Alutam (Anglice dress'd Leather)
ad valenc', &c. Super repostorio suo pre-
dicto imposuit disposuit prostrernavit & spo-
liabit & al' enormia ei intulit ad grave
damn' ipsius **A. O.** Unde dic' quod de-
teriorat' est & damn' habet ad valenc', &c.
Et inde producat' sextam, &c.

For break-
ing the
Plaintiff's
Close, &c.

J. A. queritur de **C. S.** de placito
transgr', &c. Co quod cum predicta **C. S.**
Die Anno, &c. quoddam clausum ipsius
J. A. voc', &c. apud, &c. in Com, &c.
fregit & intravit & herbam ipsius **J. A.**
ad tunc & ibidem crescent' valor' 10 s. cum
quibusdam abetiis videlicet vaccis bobus
juben' equis porcis & bidentibus depast'
fuit conculcavit consumpsit & spoliavit
transgressionem predictam a predicto Die
Anno, &c. predicta' durans terminu' unius
mensis integr' tunc prox' sequent' diversis
diebus & vicibus continuand' ac alia enor-
mia ei intulit ad grave damnum ipsius
J. A. Unde dic' quod deteriorat' est & damn'
habet ad valenc' 36 s. Et inde producat'
sextam, &c.

J. R. queritur versus C. B. viz. in placito quare Di & Armis claus ipsius J. R. apud, Ec. fregit & herbam suam ad valenc 20s, & 6 d. ibidem nuper crescent pedibus suis ambuland concule & consumpsit & alia enozmia ei intulit ad grave dampnum ipsius J. R. & contra pacem Domine Regine nunc, Ec. Et unde idem J. R. dicit quod cum pdicta C. B. die Anno, Ec. Di & Armis claus ipsius J. R. apud, Ec. fregit & herbam suam ad valenc, Ec. ibid nuper crescent pedibus suis ambuland conculeabit & consumpsit & alia enozmia, Ec. ad grave dampnum, Ec. & contra pacem, Ec. Unde dicit quod deterioratus est & dampnum habet ad valenc, Ec.

For entering the Plain-
riff's Close,
and tread-
ing the
Grass.

Et predictus C. in propria Persona sua Bar: venit & defendit Vin & Injur quando, Ec. & dicit quod ipse in nulla est inde Culp de Transge predicta prout predicta J. superius versus eum querit Et de hoc ponit se super Patriam Et predicta querens similiter, Ec.

H. S. queritur de W. P. de Placito Transge eo quod cum predicta W. P. Die Anno, Ec. apud, Ec. unam Equam ipsius H. S. pree, Ec. adtunc & ibidem invenit verberavit vulneravit & fugavit ac cum quodam Cane momordit ita quod ratione predicta Verberationis Fugationis Vulnerationis Morsus ejusd Equae adtunc & ibidem interit predicta

For a Dog
biting a
Mare so
that she
died.

die' Equa & al' Enormia ei intulit ad grave damm, &c.

For pasturing of Sheep in a rotten Pasture, whereof they died.

M. B. queritur de P. C. de Placito Transgr', &c. quod, &c. Claus' ipsius M. B. apud, &c. fregit & vigin' Oves ipsius M. B. p'ec, &c. ibid' nuper invent' cepit & effugavit eos in quendam insalubrem Pastur' infra Vill' p'edia & ex Malicia sua eosd' Oves tamdiu detinuit super Pastur' p'edia' quod illi Oves Insalubritate illius Pastur' putridi & insalubres existerent interierunt & al' Enormia, &c.

For digging and ploughing the Planter's Ground, and taking away his Corn.

C. S. queritur de G. G. de Placito Transgr', &c. quod p'edia' G. G. Die Anno, &c. Claus' ipsius C. S. existens in Mer' Terr' arabit jaced' in, &c. fregit & intravit & solum ejusdem Claus' Aratro suo effodit & proscidit, & postea scilicet Die Anno, &c. p'dia' apud, &c. p'd' & infra Jurisdictionem p'edia' quod p'edia' G. G. Clausum p'edia' ipsius C. S. fregit & intravit & Garbas suas scilicet duas Carectasavenarum ipsius C. S. ibidem nuper defalcavit ad Valenc 25 s. cepit & asportavit & al' Enormia ei intulit, &c.

Trespass and Assault.

J. H. queritur de J. B. de Placito Transgr', &c. insule, &c. eo quod p'edictus J. B. Die Anno, &c. apud &c. insule & Astraiam fecit in ipsum eundem J. H. & ipsum adtunc & ibid' verberavit & maletraxavit

fractabit ita quod de Vita ejus despera-
batur & al' Enormia ei intulit ad grave
damm' ipsius J. B. &c. unde dic' quod de-
teriorat est, &c. 30 s. Et inde producat Sec-
tam, &c.



P L E A D I N G S.

Et p'dia' A. B. veni & defendi Injur' Nil debet.
quando, &c. & dic' quod p'dia' J. C.
Actionem suam p'dia' versus eum habere
non debet, quia dicit quod ipse idem A. B.
non debet p'fatu' J. C. p'dia' 20 s. nec
aliquem denari inde, prout p'dia' J. C.
superius versus p'dia' A. B. narrabit Et
de hoc pon' se super Patriam, &c.

Et p'dia' R. S. veni & defendi Dim' & Nil detinet.
Injur' quando, &c. & dic' quod ipse Ca-
talla p'dia' p'fatu' R. L. non detinet neq'
aliquam Parcel' in modo prout p'dia'
R. L. superius versus eum narrabit Et
de hoc pon' se super Patriam, &c.

Et p'dia' G. W. veni & defendi Injur' Non culp'.
quando, &c. & dic' quod ipse in nullo est
culpabilis de Transgre p'dia' prout p'dia'
J. C. superius versus eum narrabit Et
de hoc pon' se super Patriam, &c.

Et,

Non est factum.

Et de hoc quando, &c. Et sic quod ipse de debito predicti Viri scripti predicti onerari non debet, quia dicit quod scripti predicti non est factum suum Et de hoc ponit se super Patriam, & predicti A. similiter, &c.

Non cepit.

Et predicti B. per S. H. Attorid suum Veni & defendi Vini & Injur quando, &c. Et dicit quod ipse non cepit Verba predicti pro ut predicti A. superius versus eum querit Et de hoc ponit se super Patriam & predicti A. similiter, &c.

Non assumptum.

Et predicti H. B. hoc & defendi Injur quando, &c. Et dicit quod ipse non assumptum sit super se modo & forma prout predicti C. A. versus eum narrabit Et de hoc ponit se super Patriam, &c.

Bar per Acquittance.

Quando, &c. Rationem suam habere non debet, &c. quia dicit quod post Confessionem Scripti predicti scilicet (Die Annis, &c.) Querens per quandam Willam suam acquiescent quam dicit Defendens Sigilla Querentis signat hic in Curia proferat inquit dat est eisdem Die & Anno acquiescent & exonerabit ipsum eundem Defendentem per Pontem, &c. de omnibus Rationibus Placitis Demandis Debitis Computis & Litibus a Principio Mundi usque Diem Dat eisdem Bille Et hoc, &c. & Iudicium, &c.

Querens

Querens dic quod precludi non debet, Replicatio.
 Et quia dic predicta Villa Acquietanc
 non est factum suum Et hoc pet, Et.

Et predicta J. S. venit & defendit Vin & Solvit and Release.
 Injur quando, Et & dic quod predicta
 J. W. Actionem suam predicta versus pre-
 fat J. S. habere non debet quia dic quod
 predicta J. W. post Confectionem ejusdem
 Wille, & Inceptionem hujus Sette, videli-
 cet Die Anno, Et. apud, Et. per quod
 Scriptum suum, Et. cognovit & confessus est
 se fore plenarie satisfactus & contentus de pre-
 dicta Summa, Et. in Villa predicta men-
 tionari, & inde acquietabit & relatabis
 eundem J. S. de & ab omnibus Actio-
 nibus quas predicta J. W. versus eundem
 S. Ratione Confectionis Wille predicta ha-
 bere potuit, & hoc parat est verificare,
 unde pet Indict & predicta J. W. Actionem
 suam predicta versus eum habere debet, Et.

Et, Et. quando, Et. & dic quod predicta Solvit to Part and Tender to other Part.
 J. G. Actionem suam predicta versus eum
 habere seu manutenere non debet, quia
 quoad 10 s. Parcet, Et. idem J. dic quod
 prefat J. A. Die Anno, Et. ante In-
 ceptionem hujus Actionis bene & fideliter sol-
 vit eidem J. G. 10 s. Parcet supramen-
 tionat debuit in Narratione predicta spe-
 cificat videlicet apud, Et. predicta & in-
 tra Jurisdictionem hujus Cur Et quoad
 quinque Solidi & sex Denarii resti Debiti
 in Narratione predicta specificat idem
 J. A. ulterius dic quod ipse postea scilicet
 Die

Die Anna, &c. p̄dia' ante Inceptum huius Actionis apud, &c. p̄dia' obtulit eidē J. G. p̄dia' quinque Solidi & sex Denar' quos quidem quinque Solidi & sex Denar' idem J. G. adtunc & ibidem acceptare recusavit Et hoc p̄fat' J. A. parat' est verificare, & pet' Iudic' Cur' a p̄dia' J. G. Actionē suam p̄dia' versus eum habere debeat, &c.

Replacat-
on.

Et p̄dia' J. G. quoad Placitum p̄fat' J. A. quoad p̄dia' 20 s. Parcer' Debiti p̄dia' die quod ipse per aliqua p̄alle- gat' ab Actione sua p̄dia' versus eum habendū p̄cludi non debet, quia die quod p̄dia' J. A. non solvit p̄dia' 20 s. eidem J. G. prout p̄dia' J. A. superius alle- gavit. Et hoc pet' quod inquiretur per Patriam, & p̄dia' J. A. similiter, &c.

Demur to
the other
Plac.

Et quoad p̄dia' placit' ejusdē J. A. quoad p̄dia' quinque Solidi & sex Denar' Restū Debiti p̄dia' p̄dix' J. G. die quod p̄dia' Placitū ejusdem J. A. Modo & Forma p̄dia' placitat' & Mater' in eodē content' non est sufficiens in Lege ab Actione sua p̄dia' versus eundem J. A. habendū p̄cludendū Et quod Placitū p̄dia' Modo & Forma p̄dia' placitat' ne- cesse non habet neq; tenetur per Legem respondere Unde pro Defectu sufficiendū Re- sponsonis in hac Parte p̄dia' J. G. pet' Iudicium & p̄dia' 5 s. 6 d. Restū Debiti sui p̄dia' una cum Damnis suis Oc- casione Detentionis Debiti illius Abi ad- judicari, &c.

Et

Et p̄dicta' C. H. veni & defendi Injur' ^{Ne Un-}
quando, &c. & dic' quod p̄dicta' C. C. Ac- ^{ques Exo-}
tionem suam p̄dicta' versus eum habere ^{cutor,}
non debet, quia dic' quod ipse nunquam
fuit Executor Testamenti & ultime Vol-
untat' p̄dicta' R. H. nec aliqua Bona
seu Catalla que fuer' ejusdem R. H. Tem-
pore Mortis sue ut Executor Testamenti
& ultime Voluntat' p̄dicta' R. H. post
Mortem ipsius R. H. unquam admini-
stravit Et hoc p̄fat' C. H. parat' est
verificare, unde per' Judic' & p̄dicta' C.
C. Actionem suam p̄dicta' versus eum
habere sive manutenere debeat, &c.

Et p̄dicta' M. A. veni & defendi Dimi ^{Plene Ad-}
& Injur' quando, &c. & dic' quod p̄dicta' ^{ministra-}
M. B. Actionem suam p̄dicta' versus eum ^{vic.}
habere non debet, quia dic' quod ipse
plene administravit omnia Bona & Catal-
la que fuer' p̄dicta' C. A. Tempore Mortis
sue, & quod ipse nulla habet Bona & Ca-
talla que fuer' p̄dicta' C. A. Tempore
Mortis sue in Manibus suis admini-
strand' nec habuit Tempore Intrationis
hujus Loquel' ipsius M. B. nec unquam
postea Et hoc parat' est verificare, unde
per' Judicium & p̄dicta' M. B. Actionem
suam p̄dicta' versus eum habere debeat,
&c.

Et p̄dicta' M. B. dic' quod ipse per ^{Replicat-}
aliqua p̄allegat' ab Actione sua p̄dicta' ^{on.}
habend' p̄cludi non debet, quia dic' qd
p̄fat' M. A. Die Intrationis hujus
Loquel' scilicet Die Anno; &c. apud, &c.
p̄dicta'

Whether Sheep) ad valenc 10s. Et. de bonis & catall ipsius H. A. in narratione p[re]dicta' mentionat' adtunc & ibidem inveniunt' felonice furavit cepit & asportavit contra pacem Dom[ini] Reg[is] nunc, &c. p[re]terea cuius p[re]dictus J. G. postea scilicet Die Anno, &c. apud, &c. Scandalosa verba p[re]tens in narratione p[re]dicta' mentionat' dixit affirmavit & declaravit eidem L. G. videlicet, Thou (p[re]fati L. G. innuens) art a Thief, and stole H. A.'s Sheep. Et hoc parat' est verificare Unde per' Iudic' & p[re]dicta' L. G. Actionem p[re]dicta' inde versus eum habere debeat, &c.

De Son Al-
fault De-
m[er]ito.

Et, &c. quando, &c. Et quoad transgre-
& insult' p[re]dicta' superius fieri supposit'
idem J. R. dic' quod p[re]dicta' R. W.
Actionem suam p[re]dicta' versus eum habere
non debet quia dic' q[uo]d p[re]dicta' R. W.
Die Anno, &c. p[re]dicta' in ipsum J. R.
apud, &c. insult' fec' & ipsum verberasse
vulnerasse & maletractasse voluit per q[uo]d
idem J. R. seipsum erga p[re]fati R. W.
adtunc & ibidem defendebat & dic' q[uo]d
damn' & malum & q[uo]d eidem R. W. ad-
tunc & ibidem evenit hoc fuit de insult'
ipsius R. W. p[ro]p[ter] & in defensione ipsi-
us J. R. Et hoc parat' est verificare
Unde per' Iudic' & p[re]dicta' R. W. actionem
suam p[re]dicta' versus eum habere debeat,
&c.

Replicati-
on.

Et p[re]dicta' R. W. dic' quod ipse per
aliqua p[re]allegat' ab Actione sua p[re]-
dicta'

dia' habendū pꝛecludi non debet quia dic
quod pꝛedia' J. R. Die Anno, &c. su-
pꝛedia' apud, &c. in narratione sua pꝛe-
dia' superius specificat' Vi & Armis, &c.
de injur' sua pꝛopꝫ & absqꝫ causa pꝫ pꝛe-
fat' R. W. superius allegat' in ipsum R.
W. insult' fec' & ipsum verberabit vulne-
rabit & maletꝛactabit ita qđ de vita
ejus desperabatur contra pacem Domi-
ne Regine nunc Et hoc pet' qđ inqui-
ratur per Patriam & pꝛedia' J. R. simi-
liter Ideo, &c.

Et pꝛedia' A. per S. D. Attoꝝ suum
ben' & pet' Judic' de bꝛebi de Justic'
pꝛedia' quia dic' qđ nomen baptisꝫ e-
jusdem Agnet' in bꝛebi pꝛedia' nominat'
est Anna & non Agnet' pꝛout pꝛedia' B.
superius narrabit Et hoc parat' est veri-
ficare unde pet' Judicium de pꝛedia'
bꝛebi de Justic' Et qđ pꝛedia' bꝛebe de
Justic' quassetur.

Abatement
per Misfoc-
mer.

Et pꝛedia' A. per J. R. Attoꝝ suum
ben' & pet' Judicium de bꝛebi de Justic'
pꝛedia' quia dic' qđ ipse est eadem per-
sona verlus quem pꝛedia' B. pꝛotulit
bꝛebe suum pꝛedia' per nomen B. D.
alias E. & per idem nomen B. D. alias
E. die impetrationis bꝛebis de Justic'
ipsum B. & semper postea hucusqꝫ cognit'
& vocat' fuit & per idem nomen B. D.
alias E. verlus eund' A. in narratione
sua pꝛedia' nunc declarabit absqꝫ hoc qđ
idem B. nominatur sive vocat' J. alias
H. vel per idem nomen B. D. alias E.

Abatement
pur Vari-
ance Enter
Brief and
Count.

nlla tempore cognit vel vacat' Et hoc parat' est verificare Unde per' Iudici- um de hzebi de Justic pzedia', &c.

Judgment
Arrest.

Et pzedia' R. M. dic' quod veredia' p- dia' versus eum reddit' ex parte pzedat' M. S. existere vel prosequi non debet quia dic' qd narratio pzediaa & materia in ea content' insufficiens est in lege ad Actionem pzedia' versus eum dand' sive ma- nutenend' Unde per' Iudiciu' & quod lo- quela & veredia' quassat' Ant' & pro nullo habeantur & qd pzedia' querens nihil recipiat p loquel suam & veredia' supra- dia', &c.

Demurrer
ad Narr'.

Et pzedia' B. p C. D. Attornd suum veni & defendi vim & injur' quando, &c. Et dic' qd Narratio ipsius P. & mater in ea content' minus sufficiens in lege existunt p pzedia' P. Actionem suam p- dia' habend' versus eum mutunere Et qd eidem Narrationi modo & forma pzedia' fac' idem B. necesse non habet ne- que p legem terre tenetur respondere Et p causis mot' in lege in hac parte p- dia' B. secund' formam Statut' in hac parte prius ostendit Cur' hic causas se- quen' videlicet qd Narratio in se continet duplicem & insufficiens materiam & forma caret Et hoc parat' est verificare Un- de p defeau Narrationis sufficien in hac parte idem B. per' Iudic Et qd pedia' P. ab Actione sua versus eum habend' precludatur, &c.

Et

Et p̄dicta' P. dic quod ipse superius Joinder in
 narrand in Narratione sua p̄dicta' alle- Demurrer.
 gavit materiam in lege sufficied Action
 suam p̄dicta' habend versus eund B. ma-
 nutenere Et hoc parat' est verificare
 quam materiam p̄dicta' B. non dedit,
 nec ei aliquid respondit sed omnino re-
 cusat verificationem illam admittere un-
 de pet' Judicium & debit' suum p̄dicta'
 una cum damnis occasione detentionis
 debiti illius ubi adjudicari.

Et p̄dicta' A. & B. p P. S. Attoz Bar for De-
 suū ven & defendi Vim & Injuriam fault of the
 quando, &c. Et quoad fractionem Clausi Plaintiff's
 p̄dicta' & depast' conculationem & consump- Fences.
 tionem herb p̄dicta' iidem A. & B. dicunt
 quoad p̄dicta' D. Action sua p̄dicta' vers
 eos here non debet quia dicunt qd iidem
 A. & B. tempore Trāsgre' p̄dicta' fieri sup-
 posit' fuer' & adhuc existunt seisi' de quo-
 dam Clo pastur' p̄xor' jacent eidem Clo
 ipsius D. in quo, &c. in, &c. p̄dicta' in
 Dñico suo ut de Feoda inter que quidam
 Cla quedam est sepes sepan' quemqz ab
 al p̄dicta' Clausis quam quidam sepem p̄-
 dicta' D. & omnes illi quoz Statu ipse
 idm tunc fuit in Clo p̄dicta' a tempore
 ejus, &c. facere & reparare & manute-
 nere us fuer' & dicunt quod sepes illa p
 defectu reparatōn & manutenēōn ejusdm
 fuit tempore Trāsgre' p̄dicta' fieri supposit'
 rupt' & prostrat' & quod averia p̄dicta' A.
 & B. in eoꝝ Clausis p̄dicta' ad depas-
 cent

centū possit' in p̄dia' Claus' ipsius D. p
rupt' & decass' ejusdm̄ sepis contra vo-
lunt' eorūdm̄ A. & B. intraver' & herb
p̄dia' depast' fuer' conculecaver' & consump-
ser' & iidm̄ A. & B. Averia sua p̄dia' re-
center p̄sequend' in eundm̄ Claus' ipsius
D. p̄ rupt' & decass' p̄dia' ad averia sua
in eundm̄ Claus' ipsorūdm̄ A. & B. refu-
gand' intraver' ac in Clausis illis cele-
riter fugaver' p̄out eis bene licuit quod
est eadem Trāsgre' & fractio Clausi & ea-
dm̄ depast' conculecatio & consumptio her-
be p̄dia' Unde p̄dia' D. supius vers' eos
queritur Et hoc parat' sunt verificare, &c.

Replicatio
ad Placitu'.

Et p̄dia' D. dicit quod ipse p̄ aliqua
supius p̄ p̄dia' A. & B. allegat' ab
Actione sua p̄dia' vers' eosdm̄ A. & B.
habend' p̄cludi non debet quia dicit qd'
p̄dia' A. & B. de injuria sua p̄pria Clum
p̄dia' vocat' D. in quo, &c. freger' &
herbam p̄dia' cum averiis p̄dia' depast'
fuer' conculecaver' & consumpser' p̄ut idm̄
D. superius vers' eos inde queritur abs-
que hoc quod ipse idm̄ D. & omnes illi
quorūdm̄ Statū ipse p̄dia' D. tunc huit in
Cto p̄dict' a, tempore cujus, &c. septem
p̄dict' facere reparare & manutenere us
fuer' p̄ut p̄dict' A. & B. supius p̄litando
allegaver' Et hoc paratus est verificare
unde petit Judicium & Dampna sua
occasione Trāsgre' p̄dict' sibi adjudicari, &c.

Rejoinder
adinde.

Et p̄dia' A. & B. ut prius dicunt
quod p̄dia' D. & omnes illi quorūdm̄
Statum ipse p̄dia' D. tunc huit in
Cto

¶ Cto p̄dia' a tempore cuius, &c. sepem
 p̄dia' facere reparare & manutenere us
 fuer' put ipsi superius placitando allega-
 ber' & de hoc ponunt se super Patriam ^{Issue.}
 Et p̄dia' D. similiter Ideo, &c.

¶ Quando, &c. & quoad tota Trāsg' p̄- ^{Bar' in}
 dia' p̄ter conculcāōn & consumpōn herbe ^{Transg' claiming a}
 & graminis p̄dia' pedibus ambulando ^{Way over the Lands.}
 dicit qđ ipse in nullo est inde culpabilis
 & de hoc ponit se super P̄ria Et p̄dia'
 D. similiter Et quoad conculcāōn &
 consumpōn herbe & graminis p̄dia' pedi-
 bus ambulando idm A. dicit qđ p̄dia' A.
 accōnem suā p̄dia' inde vers' eū here non
 debet quia dicit qđ ipse p̄dia' A. diu
 ante p̄dia' tempus quo supponitur
 Trāsg' p̄dia' fieri pōssionat' fuisset & ad-
 huc pōssionat' existit de & in uno Cto vo-
 cat' . . . cū p̄tīd quodq; idm A. & des alii
 pōssiores & occupatores Cti illius vocat' . . .
 cū p̄tīd p tempore existēd a tempore cu-
 jus, &c. habere us fuer' & consuever' p se
 & serbientibus suis quanda Vīā pedestr'
 ducēd a Villa de . . . p̄dia' in per & trans
 quoddam Clum vocat' . . . apud . . . ac in-
 fra Iurisdicōn p̄dia' & abinde in per &
 trans quoddam al Clum vocat' . . . &c. &
 sic retrogrā a p̄dia' Cto vocat' . . . in per
 & trans p̄dia' Clum vocat' . . . & abinde
 in per & trans p̄dia' Clum vocat' . . . per
 eandē Vīā usq; ad p̄dia' Vill de . . . ad
 eundē & redeund in Vīā p̄dia' omni tempore
 anni ad libitum suū tanquā ad p̄dia'
 Claus' voc' . . . cum p̄tīd spectād p̄tīd
 per qđ p̄dia' A. p̄dia' tempore quo, &c. a
 U 3 p̄dia'

pdia' Villa de . . . pdia' in per & trans,
 &c. & sic retro, &c. (ut ante) per eandem
 Viam ad pdia' Ville de . . . pdia' ibit &
 credibit prout ei bene licuit Et idem M. in
 eundo & redeundo ut pfertur aliquantu-
 lum herbe & graminis in eadem Via in
 pdia' Cito voc' . . . in quo, &c. tunc cre-
 scens pedibus ambulando conculcavit &
 consumpsit utendo Via sua pdia' & tam
 modicum Dampnum quod potuit ibidem faciend
 que sunt eadem Transgr quoad conculcati-
 onem & consumptionem herbe pdia' B. unde
 pdia' B. se modo inde queritur Et hoc pa-
 rat est verisimiliter unde petit Iudic' si pdia'
 B. Actionem suam p' inde vers' eid' here de-
 beat, &c.

Replicatio
 ad placi-
 tum.

Et pdia' B. quoad Plitum pdia' pdia'
 M. quoad Conculc' & Consump' herbe pre-
 dia' pedib' Ambulando dicit qd' ipse per
 aliqua in eodem plito preallegat' ab Actione
 sua, &c. quia dicit qd' pdia' M. de inju-
 ria sua propria herba pdia' in Cito pdia'
 nuper crescentem pedib' Ambuland' conculca-
 vit & consumpsit prout, &c. Absq' hoc qd'
 pdia' M. & oes al' possessores & occupat'
 Cui pdia' voc' . . . eid' p' tempore
 existens a tempore cuius, &c. here usi fuer'
 & consuever' pro se & servient' suis predia'
 Viam pedestrem ducend' a Ville, &c. pdia'
 in per & trans pdia' Cito voc' . . . & ab-
 inde in per & trans pdia' al' Cito voc', &c.
 (as in the Plea, to) ad libitum suum prout pre-
 dia' M. superius plitando allegabit Et
 hoc parat' est verisimiliter unde ex quo pdia' B.
 Transgr ill' pedib' ambulando superius
 cognovit

agnovit idem B. petit Judicium & Campna sua occasione inde sibi adjudicari, &c.

Et p̄dia' A. ut prius dicit qđ ipse idem A. & oēs alii p̄ssores & occupatores Cui p̄ hoc . . . cu ptin p tempore existē a tempore cuius, &c. here us fuer & consuever pro se & serbient suis p̄dia' Via pedesit ducen a Villa de, &c. p̄ in per & trans p̄dia' Claus' hoc, &c. & abinde, &c. (ut ante) ad eundum & redeundum in Via p̄dia' omni tempore Anni ad libitū suū put ipse superius p̄litando allegabit Et de hoc ponit, &c. (Et p̄edia' Quer amiliter.)

Rejoinder
Issue.

Issue.

Quando, &c. & quoad tractō Cui, &c. in nullo est inde culpab, &c. & quoad resū Transgr' p̄dia' superius fieri supposuit idem B. dicit qđ p̄ A. Actō suā p̄dia' here non, &c. quia dic qđ idem A. diu ante p̄ temp' quo, &c. eidem B. indebit fuit in 20 s. p divers' denar' sumis per eundem A. de p̄ B. mutuar' & postea & diu ante temp' p̄ quo, &c. idem A. apud, &c. eidem B. bona & catalla p̄dia' deliberabit tanquam Pignus pro p̄ 20 s. tenendū eidem B. ut pignus quousq; p̄dia' A. p̄far B. rosūm 20 s. solviffer & idem B. in factū dic qđ p̄far' A. p̄ 20 s. eidem B. nondum solvit qđ est eadē Transgr' & Caprio & a'portatio bonoz & catalloz p̄dia' unde p̄dia' A. superius modo queritur Et hoc, &c. Unde, &c.

Bar in
Trespas,
That
Goods were
delivered as
a Pawn.

ipse idem R. R. adtunc & ibidem ~~habe~~
 rantizabit eundem Spadonem esse incolus
 mem & sanum, ac nulla Morbo vel In-
 firmitate teneri: Et p̄dictus W. M. in
 fac die quod p̄dict' Spado tunc adeo in-
 fec' fuit cum quodam Morbo pestifero vo-
 cato, &c. & diversis aliis Morbis & Infr-
 mitatibus, quodq; p̄dictus Spado pars
 bum valebat ad damnd ipsius W. M. 39 s.
 Et inde pduc Sextam, &c.

For a Horse
 lent, pro-
 mising to
 deliver
 him.

J. R. queritur de J. A. de Placito
 Transgr' super Calum, &c. quare cum
 dictus J. A. die & anno, &c. apud, &c. in
 Consideratione qd p̄dictus J. R. adtunc
 & ibidem ad Instantiam & Acquisitionem
 ejusdem J. A. mutuo dedisset & delibe-
 rasset eidem J. A. unum Badium Equu-
 lum, [Anglice one Bay Nag] Pre' s l. re-
 deliberand eidem J. R. cum inde postea
 requisit' fuisset p̄fat' J. A. super se as-
 sumpsit & eidem J. R. adtunc & ibid
 fidelit' promisit quod ipse idem J. A.
 eundem Equulum eidem J. R. cum inde
 postea requisit' fuisset fidelit' redderet &
 deliberaret, ac etiam, 12 d. p̄ qualibet die
 quo p̄fat' J. A. laboraret & equitaret
 eundem Equulum eidem J. R. cum inde
 postea requisit' fuisset bene & fidelit' sol-
 vere & contentare vellet. Et p̄fat' J. R.
 in facto die quod idem J. A. per trigint'
 dies eundem Equulum laborabit & equi-
 tabit; videlicet apud, &c. p̄dictus tamen
 J. A. Promissionem & Assumptionem suas
 p̄dictas minime curans, sed callide & sub-
 dole intendens eundem J. R. in Pre-
 miss

minis decipere & defraudare, scilicet Die Anno, &c. p̄dicta ac etiam diversis diebus & temporibus postea & ante Inceptionem hujus sette apud, &c. ad deliberandū eundem Equulum eidem J. R. sepius requisit' fuit, 'sed p̄dictum Equulum redere sibi deliberare omnino recusabit & adhuc retulat, necnon 30 s. p̄o Labore & Mercede ejusdem Equuli p̄o trigint' diebus p̄dictis eidem J. R. non solvit, sed illi ei solvere similiter recusabit & adhuc retulat ad grave dampnum ipsius R. &c.

G. B. queritur de P. M. de Placito ^{Against a} Transgr' super Catum, p̄ eo qđ cum p̄fat' ^{Carrier, for} P. M. (tali die & anno) & diu antea & ^{Loss of} semper postea hucusq; fuit, & adhuc ex- ^{Goods de-} istit communis Gestator, [Anglice a Com- ^{liver'd to} mon Carrier] a Civitat', &c. in Comd p̄dicta ^{him.} ad Will de, &c. in dicto Comd & a p̄dicta Will de, &c. Et idem P. M. eodem die & anno & diu antea, & continuo postea hucusq; usitat' & assuet' fuit per se & Servientes suos super Equos ipsius P. M. Bona & Catalla p̄o rationabil' & legal' Stipendiū & Salar' aliquibus Personis in ea Parte inde solvendū carriare ultro citroq; inter p̄dicta Will de, &c. & &c. juxta usual' Agreement' & Solution' in ea Parte faciendū & habendū. Cumq; etiam secundū Reges & Consuetud' hujus Regni, omnes Gestatores qui Bona & Catalla de aliquibus Personis recipiunt sic gestitanti p̄o rationabil' & legal' Stipendiū sive Salar' inde dandū & solvendū obligat' sunt

lozum suorum forisfactur inducere Die Anno Noco, &c. in Com̄ p̄dicto ac infr̄ Jur̄ hujus Cur̄ her falsa malitiosa & scandalosa verba eidem C. R. de eod̄ C. R. in p̄sent̄ & audit̄ quamplurimorum fidel̄ subditoꝝ dic̄ Dom̄ Reḡ nunc palam & publice, falso & malitiose dixit retulit p̄palarabit & publicabit in his verbis sequent̄, Thou (p̄dicta C. R. innuens) art a Thief, and I (p̄dicta C. R. innuens) will prove thee a Thief, and a Horse-stealing Thief from thy Cradle. Quorum quidem falsoꝝ & scandalosoꝝ Anglicanoꝝ verboꝝ dictionis & p̄palarationis p̄textu idem C. R. non solum in bonis nomine fama credent̄ estimatione & reputatione suis p̄dictis multipliciter lesus & deteriorat̄ existit verum etiam in magnam infamiam & publicum opprobrium illapsus est, ita qđ diversis person̄ honest̄ & fidel̄ subdit̄ dic̄ Dom̄ Reḡ nunc qui ante illud tempus consortium habere cum eod̄ C. R. usitat̄ fuer̄ & ipsum multopere estimarunt seipsos a consortio & societate ejusdem C. R. retrahunt & intromittere & commercium habere cum eod̄ C. R. penitus recusant ad grave damnum ipsius C. R. 39 s. Et inde p̄duc̄ Secam, &c.

Trover and
Conver-
sion.

J. B. virtute brevis, &c. querit̄ de J. C. de placito transgr̄ super Casum Co quod cum p̄dicta J. B. Die Anno, &c. apud, &c. possess. fuisset de un̄ ressa Equā (Anglice, one Grey Mare) p̄ec̄, &c. ut de bonis & catat̄ suis p̄p̄riis, & sic inde possessionat̄ p̄dicta J. B. Die Anno, &c. p̄dicta

pdia' Equam extra manū & possessionē suas casualiter pdidit & amisit, que quidē Equā postea scilicet Die Anno, &c. apud, &c. ad manū & possessionē ipsius J. C. devenit. Pdia' tamen J. C. rett' sciend equam pdia' fore equam ipsius J. B. ad ipsum de jure spectare & machinans eundem J. B. de pdia' Equā decipere licet sepius requisit', &c. pdia' Equam eidem J. B. non deliberabit sed pstat' J. C. postea scilicet Die Anno & Loco, &c. eandē equam in usum & commodū suum pprium disposuit & convertit ad grave damū ipsius J. B. unde dic quod deteriorat' est & damū habet ad valenc', &c. Et inde produc' sextam.

C. D. per C. B. Attorū suum queritur ^{Detinens.} de R. M. de placito quod reddat ei bona & catalla ad valenc' 38 s. &c. que ei injuste detinet, &c. pro eo quod cum pdia' C. D. Die Anno, &c. apud, &c. deliberabit eid' R. M. unū, &c. precii 20 s. unū, &c. precii 10 s. & unū, &c. ad valenc' 8 s. pro eodem C. salvo custodiendū & eidem C. D. cum ipse idem R. M. inde requisit' fuisset deliberandū pdia' tamen R. M. licet sepius inde requisit' bona & catalla pdicta eidem C. D. nondū redeliberaverit sed illa ei hucusq; redeliberare contradixit, & adhuc contradicit & injuste detinet. Unde pdia' C. D. dic quod deteriorat' est & damū habet ad valenc' 20 s. Et inde produc' sextam, &c.

Trespass for
breaking
the Plain-
tiff's Stall
in the Mar-
ket, and
assaulting
him.

A. Q. queritur de **M. C.** de placito
transgr' **Co** quod p'edict' **M. C.** Die,
Anno, &c. apud, &c. in Com' p'edict' &
infra Jurisdictionem huius Cur' super ip-
sum **A. Q.** insult' fec' repositorium (**An-**
glice a Stall) ibidem in Mercato posu' &
erect' fregit & intravit & merces sua
videlicet Alutam (**Anglice dress'd Leather**)
ad valenc', &c. Super repositoio suo p'ed-
icto imposu' disposu' prosternavit & spoli-
avit & al' enormia ei intulit ad grave
damn' ipsius **A. Q.** Unde dic' quod de-
teriorat' est & damn' habet ad valenc', &c.
Et inde produc' lectam, &c.

For break-
ing the
Plaintiff's
Close, &c.

J. A. queritur de **C. S.** de placito
transgr', &c. **Co** quod cum p'edict' **C. S.**
Die Anno, &c. quoddam clausum ipsius
J. A. voc', &c. apud, &c. in Com', &c.
fregit & intravit & herbam ipsius **J. A.**
adtunc & ibidem crescent' valor' 10 s. cum
quibusdam abetiis videlicet vaccis bobus
iuvenc' equis porcis & bidentibus depast'
fuit conculeavit consumpsit & spoliavit
transgressionem p'edictam a p'edicto Die
Anno, &c. p'edict' durant' termin' unius
mensis integr' tunc p'or' sequent' diversis
diebus & vicibus continuand' ac alia enor-
mia ei intulit ad grave damnum ipsius
J. A. Unde dic' quod deteriorat' est & damn'
habet ad valenc' 36 s. Et inde produc'
lectam, &c.

J. R. queritur versus **C. B.** viz. in placito quare **Vi & Armis** claus' ipsius **J. R.** apud, **Ec.** fregit **& herbam** suam ad balenc' 20s, **& 6 d.** ibidem nuper crescent' pedibus suis ambuland' conculc' **& con-** For entering the Plain-
riff's Close,
and tread-
ing the
Grass.
sumpsit **& alia enozmia** ei intulit ad grave dampnum ipsius **J. R.** **& contra** pacem **Domine Regine** nunc, **Ec.** Et unde idem **J. R.** dicit quod cum p'dict' **C. B.** die Anno, **Ec.** **Vi & Armis** claus' ipsius **J. R.** apud, **Ec.** fregit **& herbam** suam ad balenc', **Ec.** ibid' nuper crescent' pedibus suis ambuland' conculcabit **& consumpsit** **& alia enozmia**, **Ec.** ad grave dampnum, **Ec.** **& contra** pacem, **Ec.** Unde dicit quod deterioratus est **& dampnum** habet ad balenc', **Ec.**

Et predictus **C.** in propria Persona sua Bar:
venit **& defendit** **Vini & Injue** quando, **Ec.** **& dicit** quod ipse in nulla est inde Culp' de Transgre' predicta' prout predicta' **J.** superior' versus eum querit' Et de hoc ponit se super Patriam Et predicta' querens similiter, **Ec.**

H. S. queritur de **M. P.** de Placito For a Dog
biting a
-Marc so
that she
died.
Transgre' eo quod cum predicta' **M. P.** die Anno, **Ec.** apud, **Ec.** unam Equam ipsius **H. S.** p'ec', **Ec.** adtunc **& ibi-**
dem invenc' verberavit vulneravit **& fugavit** ac cum quodam Cane momordit ita quod ratioue predicta' Verberationis Fugationis Vulnerationis **Morsus** ejusd' Equae adtunc **& ibidem** interiit pre-
dicta'

dic' Equa & al' Enormia ei intulit ad
grave damm, &c.

For pastur-
ing of
Sheep in a
rotten Pa-
sture,
whereof
they died.

M. B. queritur de D. C. de Placito
Transgr', &c. quod, &c. Claus' ipsius
M. B. apud, &c. fregit & vigne Oves ip-
sius M. B. p'ec', &c. ibid' nuper invent'
cepit & effugavit eos in quens insalubri
Pastur' infra Vill' p'edia & ex Malitia
sua eosd' Oves tamdiu detinuit super
Pastur' p'edia' quod illi Oves Insalu-
britate illius Pastur' putridi & insalu-
bres existent interierunt & al' Enormia,
&c.

For dig-
ging and
ploughing
the Plan-
tiff's
Ground,
and taking
away his
Corn.

C. S. queritur de G. G. de Placito
Transgr', &c. quod p'edia' G. G. Die,
Anno, &c. Claus' ipsius C. S. existent
un' Aer' Terr' arabil' jaced' in, &c. fre-
git & intravit & solum ejusdem Clausi
Aratro suo effodit & proscidit, & postea
scilicet Die Anno, &c. p'dia' apud, &c. p'd'
& infra Jurisdictionem p'edia' quod p'ed-
dia' G. G. Clausum p'edia' ipsius C. S.
fregit & intravit & Garbas suas sci-
licet duas Carexatas Abenarum ipsius
C. S. ibidem nuper defalcas ad Valenc
25 s. cepit & asportavit & al' Enormia
ei intulit, &c.

Trespas
and Af-
fault.

J. H. queritur de J. S. de Placito
Transgr', &c. insule, &c. eo quod p'edicius
J. S. Die Anno, &c. apud &c. insule
& Affratiam fecit in ipsum eundem J. H.
& ipsum adtunc & ibid' verberavit & male-
traxavit

Et unde idem A. petit quod dicat B. ^{Errors assigned on the false judgment.}
ostendat Cur hic & assignet Defectus ubi
falsum Judicium factum est in dicta Loquela si
quodvis ibi factum fuerit Unde prefatus B.
dicit quod idem Recordum vitiosum est &
balde defectuum existit scilicet in eo quia
non liquet per Recordum coram quibus
Cur tenet fuit Ac in hoc quod predictus A.
in Parr sua questus est se Dampnum here
& deteriorat fuisse ad Valenciam . . . cum
per leges hujus Regni eadem Cur placita
non potest tenere de . . . &c.

See Proccesse and Pleadings in this Court,
touching Copyhold Lands, towards the End
of the Book.

Non est fa-
ctum.

Et sic quando, &c. Et dic quod ipse
de debito pda' dicitur scripti pda'
onerari non debet, quia dic quod scripti
pda' non est factum suum Et de hoc pon-
te super Patriam, & pda' A. similiter,
&c.

Non cepit.

Et pda' B. per S. H. Attoz suum
venit & defendit dicit & Injur quando, &c.
Et dic quod ipse non cepit dicit pda' pro-
ut pda' A. superius versus eum querit
Et de hoc ponit se super Patriam & pda' A.
similiter, &c.

Non as-
sumpsit.

Et pda' B. per S. H. dicit & defendit Injur
quando, &c. Et dic quod ipse non assump-
sit super se modo & forma prout pda'
C. A. versus eum narrabit Et de hoc po-
nit se super Patriam, &c.

Est per Ac-
quittance.

Quando, &c. Hic suam habere non
debet, &c. quia dic quod post Confessionem
Scripti pda' scilicet (Die Anno, &c.)
Querens per quandam Willam suam ac-
quiescentem quam dicit Defendens Sigilla
Querentis signat hic in Cur. proferat injus-
dat est eisdem Die & Anno acquiescentem
& exonerabit ipsum eundem Defendentem
per Pontem, &c. de omnibus Actionibus
Placitis Demandis Debitis Computis
& Litibus a Principio Mundi usque
diem dat eisdem Bille Et hoc, &c. &
Judicium, &c.

Querens

Querens dic quod precludi non debet, Replicatio.
Et. quia dic predicta Villa Acquietanc
non est factum suum Et hoc per, Et.

Et. predicta J. S. veni & defendi Vini & Solvit and
Injur' quando, Et. & dic quod predicta Release.
J. W. Actionem suam predicta versus pre-
fat J. S. habere non debet quia dic quod
predicta J. W. post Confectionem ejusdem
Wille, & Inceptionem hujus Sette, videli-
cet Die Anno, Et. apud, Et. per quod
Script' suum, Et. cognovit & confessus est
se fore plenar' satisfact' & content' de pre-
dicta Summa, Et. in Villa predicta men-
tionat', & inde acquietabit & relatabis
eundem J. S. de & ab omnibus Actio-
nibus quas predicta J. W. versus eund
S. Ratione Confectionis Wille predicta ha-
bere potuit, & hoc parat' est verificare,
unde per Judic' & predicta J. W. Actionem
suam predicta versus eum habere debet, Et.

Et, Et. quando, Et. & dic quod predicta Solvit to
J. G. Actionem suam predicta versus eum Part and
habere seu manutenere non debet, quia Tender to
quoad 10 s. Parcell, Et. idem J. dic quod other Part.
prefat J. A. Die Anno, Et. ante In-
ceptionem hujus Actionis bene & fidelit' sol-
vit eidem J. G. 10 s. Parcell' supramen-
tionat' debuit in Narratione predicta spe-
cificat' videlicet apud, Et. predicta & in-
tra Jurisdictionem hujus Cur' Et quoad
quodque Solid' & sex Denar' restit' Debiti
in Narratione predicta specificat' idem
J. A. ulterius dic quod ipse postea scilicet
Die

Et probis adjudicat' fuerint pro Mis & Custag suis pro eo quod p'dia' H. non prosecut' fuit querelam suam per eundem H. in p'lio Tr'nsgr' & Insult' vers' p'fat' C. in p'dia' Curia nuper impetrat', Et denarios ill' habeas ad p'por' Cur' coram Sextatozib' Curie p'dia' tenend' Die, &c. ad satisfaciend' p'fato C. de Mis & Custag p'dia' unde, &c.

A Fieri fac' in Trespass, Fieri fac, &c. qui H. J. in Curia p'dia' coram Sextatozibus ejusdem Curie adjudicat' fuerunt pro dampnis suis que h'uit occasione cujusdam Tr'nsgressio- nis eidem H. per p'fat' C. apud, &c. p'dia' illat', Et denar' ill', &c. ad satisfaciend' p'fato H. de Dampnis p'dia' unde, &c.

And the like in Trespass on the Case, only adding Super Casum after Tr'nsgressio- nis.

On a Pro- mise.

And if it be in Assumpsit or Promise, say, Occasione guarundam promission' & assumption' eidem H. per p'fat' C. apud, &c.

A Sale to the Plain- tiff of Goods levi- ed on a Fi- eri facias.

" Know all Men by these Presents, That
 " I T. B. of &c. Bailiff of the Liberty of,
 " &c. in the County of, &c. by Virtue of
 " a Precept of Fieri facias from the Steward
 " of the Court within the said Liberty,
 " to me directed, have levied of the Goods
 " and Chattels of T. G. the Sum of, &c.
 " being

“ being a Debt due to H. J. and levied by
 “ Virtue of the said Precept to his Use: In
 “ full Satisfaction of which said Sum of—
 “ I do, by Virtue of the Precept or War-
 “ rant to me directed as aforesaid, assign, sell,
 “ and set over, to the said H. J. all the
 “ Goods and Chattels in the Appraisement
 “ hereto annexed, valued and nominated
 “ at the Rate of—— To have and to
 “ hold the said Goods and Chattels to
 “ him, his Heirs, Executors, and Admini-
 “ strators, as his and their own proper
 “ Goods, as fully and absolutely as I the
 “ said T. B. might, could, or ought to do
 “ by Virtue of the said Precept and Ap-
 “ praisement, or otherwise howsoever. In
 “ Witness, &c.

Note; This Sale is founded on the *Verdict*
tioni Exponas. Vide ante.

H. J. Queritur de B. F. Defend' de pl'ito
 Debiti ad Damn' 20s.

Virtute istius Precepti mihi direct' re- *Return'*
 cordari & capi causabimus Placit' depend' *placitorum.*
 corda nobis in Cur' nra inter partes infra
 noinat' & in eodem Statu & Conditione
 sicut nunc pendet, & partibus p'd p'ari-
 mus & dedimus notitiam q'd sint apud
 Cur' Comit' Die & Loco inframenconat'
 placitum p'dia' p'osequi sicut Justitie &
 quitatioz pertinebit p'out istud p'cep-
 tum erigit & requirit. In cujus rei
 S Testi-

Testimonium suimus. Manus & sigilla nra.
Dat', &c.

W. B. Seneschal.

T. B. Ballivus.

Ad Curiam Baron, &c. Cent', &c.

H. J. Queritur vers' E. F. de p'ito Trans-
gression' super-Casum ad Dam'n' 30s.

Retorn'
Loqucle.

Vertute huius Precepti mihi direct' ad
Eor' p'edict' sent' Die & Anno p'edict' in
plena Cur' ibid' Recordari feci loquelam
unde interius sit mentio que loquet patet
supra scripte' & illud Record' restitui si-
gillat' sigillo meo, & sigillis p'edict' quo-
tuor' legalium hominum qui eadem Cur'
Recordo illa interfuer', Et partibus in-
frascript' Diem p'efixi in Brevi specia-
cat' quod tunc sint parat' prout Iustum
fuerit processur' in Loquela p'edict' sicut
interius mihi p'ipitur.

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W. B. Seneschal.

C. D.

E. F.

G. H.

J. K.

Suitors.

Declarations in this Court.

In Debt
for Money
lent.

A. B. queritur vers' C. D. in p'ito
Debiti triginta solidarum pro eo videt',
&c. & unde idem A. B. per E. F. At-
torum suum dicit qd cum p'edict' C. D.
Die

Die 4^{to} Anno, &c. apud S. infra Jurisdictionem hujus Curie mutuatus fuisse de p^{re}dicta A. B. p^{re}dicta 30 s. solvend^u eidem A. B. cum inde requisit^u fuisse p^{re}dicta tamen C. D. licet sepius requisit^u nondum reddidit sed ill^u ei hucusq^{ue} reddere contradixit & adhuc contradicit unde dicit qd^o deteriorat^u est & dampn^u habet ad valent^u 30 s. & inde p^{ro}ducit sextam, &c.

A. B. per C. D. Atto^{re}m suum queritur q^{uod} C. D. de p^{re}dicto qd^o reddat ei 25 s. quas ei debet & injuste detinet, &c. p^{ro} eo viz. Quod cum (Die 4^{to} Anno) apud S. infra, &c. insimul computassent de & p^{ro} diversa denar^u summis tunc & ante temp^u ill^u debet^u & insolut^u per eundem C. D. eidem A. & adtunc & ibi cognovisse in Arrearag^{is} esse indebitat^u eidem A. summa 25 s. solvend^u p^{re}dicta A. cum idem C. D. inde requisit^u esset p^{re}dicta tamen, &c.

Debt upon
Accounting
together.

A. B. &c. p^{ro} eo viz. qd^o eid^u p^{re}dicta C. D. (Die 4^{to} Anno) apud S. infra, &c. retinisset eundem A. ad imponend^u super Pedes Equor^u p^{re}dicta C. D. quadraginta novas soleas ferreas (Anglice Horseshoes) & ad removend^u 40 soleas ferreas, Anglice, &c. Et ad faciend^u un^u focariam (Anglice a Fire-shovel) ac ad recipiend^u de p^{re}dicto C. D. p^{ro} Impositione quadraginti novar^u solear^u ferrear^u p^{re}dictar^u & quadraginti remotionibus 20 s. Et sit p^{ro} al^{ia} Parcelle solvend^u eidem A. B. cum in.

Debt for
Retainer,
&c.

de requisit' fuisse, Virtute cuius retentionis prefat' A. B. predictas quadragint' novas soleas ferreas & quadragint' remotiones sup pedes equorum ipsius C. D. imposuit, &c. per quod actio accrebit, &c.

Debt for
Goods sold.

G. R. per, &c. queritur versus R. C. in placito debit' 30 s. pro eo videt' quod cum pdia' R. C. (tali Die & Anno) apud, &c. infra, &c. emisset de eod' G. B. — s. unam Parcelle de, &c. pro 16 s. & un, &c. pro 14 s. solvend' eid' G. B. cum inde requisit' fuisse que quid sum in toto se attingunt ad pd 30 s. pd tamen R. C. licet sepius requisit' pdia' 30 s. eid' G. R. nondum reddidit, Sed ill, &c. ut ante.

Bar ad-
inde.

Et predicta' R. C. per J. M. Attoꝝ suum bꝛd & defend' vim & injur' quando, &c. & dic' quod ipse non debet prefat' G. B. pdia' 30 s. nec aliquem denar' inde in forma qua idem G. B. superius versus eum querit', Ideo concess' est quod predicta' R. C. vadeat ei inde legem suam de duobus denis manupleg' de J. M. & R. J. & bꝛd cum lege hic ad proximam Cur' in propria persona sua, & dia' est prefat' Attoꝝ predicta' R. C. quod tunc habeat hic eundem R. C. magistrum suum in propria Persona sua ad perficiend' legem suam pdia', &c.

Wager of
Law.

Debt for
Rent in
Arrear.

R. M. per, &c. queritur versus D. D. de placito quod reddat ei 30 s. quos ei debet & injuste detinet, &c. pro eo qd idem R. M. Die, &c. apud, &c. demisit concessit,

fit, & ad firmam tradidit eidem H. D. unā Cottag & quatuor acc' terr' arabil' cum pertin' iacent' & existent' apud, &c. p'dia' ac infra Jur' p'dia' habend' & tenend' dicta Cottag & terr' arabil' cum pertin' eidem H. D. & assign' suis ab Annunciat' beate Marie Virgin' vulgarit' voc' Lady-day, tunc ult' p'terit' p'zo & durand' termino trium Annozum extunc p'xim' sequend' plenar' complend' finiend' & terminand' reddend' inde Annual' redd' p'zo p'edictis p'zemis' eidem R. M. p'zo Anno p'imo trium Annoz p'dictoz redd' trium librar' in denar' munerat' in manibus solvend' eidem R. M. & iii l. x s. &c. Annuatim solvend' eid' R. M. p'zo al' duobus annis redd' dicti termini ad Festa Sancti Mich' Archang' & Annunciat' beate Marie Virgin' per equales portiones Virtute cujus dimissionis idem H. D. in dicta Cottag & cetera p'zmissa intrabit, & fuit & adhuc existit inde possessionat'. Et quia xxxv s. p'zo dimid' ann' finit ad Festum Sancti Mich' Archang' Anno, &c. sunt in Arrearag' & insol' p'zlat' R. M. Ideo actio accrevit eidem R. M. ad exigend' & habend' de p'edicta H. D. dictos xxxv s. p'zdia' tamen H. D. licet sepius requisit' p'zdia' xxxv s. eidem R. M. hucusq' reddere & solvere contradixit, & adhuc reddere & solvere contradicit ad dampnum ipsius R. M. xxxviii s. Et inde p'obue sextam, &c.

For Ser-
vants
Wages.

A. **W.** per, **Ec.** queritur versus **J. S.**
de placito quod reddat ei xx s. **Ec.** quos
ei debet & injuste detinet pro eo quod cum
predict' **P. S.** Die, Anno, **Ec.** apud, **Ec.**
retinuisse eundem **A. W.** ad deservien-
dia' **J. S.** in loco servientis abinde usque
ad Festum Sancti, **Ec.** tunc proximo sequent
ad agend' & exequend' legales Occasiones &
mandata prefat' **J. S.** per tempus pro-
dictum solvend' inde eidem **A. W.** xii s.
Ec. quod predictus **J. S.** adiunc' & ibi-
dem solvit prefat' **A. W.** ac etiam xx s.
ultra, **Ec.** pro salar' suo durant' termino
predicto ad dictum Festum, **Ec.** Anno, **Ec.**
predicto, Et predictus **A. W.** in facto die
quod ipse iuxta retentionem pred' deser-
viebat dicto **J. S.** in loco servientis, &
fecit & peregit legalia mandata & Occasi-
ones prefat' **J. S.** per tempus predictum
apud, **Ec.** Et quod xx s. pro salar' suo
pro servit' suo per tempus predictum
debet' ad Festum, **Ec.** Anno, **Ec.** supe-
rius mentionat' adhuc est in arreorag' &
insol' per predictum **J. S.** eidem **A. W.**
per quod actio accrebit **J. S.** dict' xx s.
predicta tamen **J. S.** licet sepius requirit
Ec.

For Attor-
nies Fees.

R. A. **Ben.** **Ec.** per **E. S.** Attorn' suum
queritur de **W. P.** de placito quod reddat
ei xxvii s. quos ei debet & injuste detinet
pro eo quod cum predictus **W. P.** Die &
Anno, **Ec.** apud, **Ec.** retinuisse eundem
R. A. essend' Attorn' ipsius **W. P.** in
Curia, **Ec.** tent', **Ec.** eoram, **Ec.** ad prose-
quend'

quendū tanquam Altorū ipsius W. P. pro
eodē W. P. in quadam actionē in nomine
ipsius W. P. versus quendam C. C. de
placito debet a dictis Die & Anno, &c.
tamdiu ambabus partibus placere capiendū
inde pro Feod & Labore suo in
ea parte sūssent qualibet Cur que idem
R. A. Altorū p̄fat' W. P. in sexta
illa sic existit iis. legalis, &c. Ne ultra
feod & rationabil' misas & expens' pet
eundem R. A. in & circa prosecutionem
Actionis p̄dix' solv' & deponendū Dictū
cujus retentionis idem R. A. Altorū ip
sius W. P. p̄dix' fuit pro octo Curliis
Com tunc p̄or' sequendū & quod depolu
isset Clerico & al' Minister ejusdem Cur
in & circa Prosecutionē ejusdē scēte xx s. ii d.
&c. qui quidem xx s. ii d. unacum xvi s.
pro feod suis pro p̄dix' octo Curliis in
toto attingunt ad xxxvii s. ii d. &c. ra
tione cujus actio accrebit eidem R. A.
ad exigendū & habendū de p̄fat' W. P.
p̄dix' xxxvii s. ii d. p̄dix' tamen W. P.
licet sepius requirit p̄dix', &c. ut ante.

C. P. & C. uxor ejus Administrat' Upon a Bill
Bonorū & Catallorū que fuer' C. P. de to be paid
fuer' queruntur per S. D. Altorū suorū at the Day
versus J. P. alias dict' J. P. de, &c. of Marri
in dicto Com B̄nd de placito quod red age, and
dat eis, &c. quas eis injuste detinet, &c. Issue upon
ad eam p̄dix' J. P. (tali Die Anno & it.
Loco) per quandam Billam suam obli
gatorū Sigillo suo signat' & hic in Cur' p̄or
tat' cujus dat' est eidem Die & Anno
pro & in Consideratione unius Annuli
S 4 aurei,

aurei, cum quodam Lapide, vocat' a Dia-
 mond, in eodem Annulo impresso, quem
 de predicto T. B. in vita sua recepit Die
 consecrationis ejusdem Wille cognovisset &
 concessisset ad & cum pdicta T. B. in vita
 sua quod ipse idem J. H. Exec' vel As-
 sign' sui solverent vel solvi causarent
 p'fat' T. B. vel Assign' suis pro eodem
 Annulo tali die & tempore qual' ipse
 idem J. H. uxorem duceret vel nupius
 foret, vel ad aliquod aliud temp' post de-
 sponsalia sua quandocunq; requisit' fuisset
 per pdicta T. B. Exec' vel Assign' suos sive
 per ipsum qui Willam pdicta' afferet dic-
 tam sum, &c. ad ejus vel eor' usus pdicta'
 tempore solvend'. Et pdicta' T. B. & C.
 in facto dic' quod pdicta' J. H. post con-
 secration' Wille illius scilicet (tali Die
 Anno & Loco) infra Eccles' Parochiar' de,
 &c. in Com' pdicta' & jure predicta' ux-
 rem duxit quandam J. D. per q'd acio
 accrebit eidem T. B. in vita sua ac eidem
 C. post mortem ipsius T. B. dum sola
 fuit, & pdicta' T. B. & C. post desponsalia
 inter eos celebrat' ad exigend' & habend' de
 pdicta' J. B. ead' dem, &c. pdicta' tamen J. H.
 licet sepius requisit' pdicta', &c. eidem
 T. B. in Vita sua vel p'fat' C. dum sola
 fuit cui administrat' omnium Bonorum
 & Catallorum que fuer' pdicta' T. B. tem-
 pore mortis sue (tali Die, Anno, & Loco)
 per talem Episc' commiss' fuit nec pdicta'
 T. B. & C. post desponsal' inter eos ce-
 lebrat' non reddidit, sed illas eidem
 reddere contradixit, & illas p'fat' T. B. &
 C. reddere adhuc contradixit & injuste
 detinet

Detinet unde dic quod deteriorat' sunt & ad damm' habent ad valent' &c. Et inde produciunt Bexam, &c. Et proferunt hic in Cur' Literas Administratoꝝ p'dictas, &c.

Et p'dict' J. F. per R. B. Attornd ^{Bar infra statem.} suum vend' & defendi injur' quando, &c. Et dic quod p'dicti C. P. & E. actionem suam p'dict' versus eum habere non debent quia dic quod ipse tempore consecrationis Wille p'dict' fuit infra etatem viginti & unius Annorum, & hoc parat' est verificare: Unde per' Judic' & p'fat' C. P. & E. actionem suam p'dict' versus eum habere debent, &c. Et p'dicti C. P. & E. dicunt quod ipsi pro aliqua preallegat' ab actione sua p'dicta habend' precludi not debent, quia dicunt qd p'dictus J. H. tempore consecrationis Wille p'dict' fuit plene etatis viginti & unius Annorum, ac non infra etatem, prout p'dictus J. H. superius allegavit: Et hoc per' qd inquiratur p' Patriam & p'dict' J. H. similiter: Ideo p'cept' est, &c.

M. B. virtute brevis, &c. querit' versus C. P. de placito quare p'dictus M. die, &c. apud, &c. mutuo accepit de p'dict' C. P. xii l. &c. & adtunc & ibidem pignora-
Declarati-
on in Ass.
on upon
the Case,
for not de-
livering of
a Pawn up-
on Tender
of the Mo-
ney bor-
rowed.
ravit & in nomine pignoris debet & de-
liberabit p'fat' C. P. diversa Wona & Catalla p'dict' A. B. ad valent' xxiv l. lega-
lis, &c. pro securitate Solutionis eidem C. P. p'dictar' xii l. una cum interesse p' deferent' & dando diem Solutionem dicar' xii l.

xii l. iuxta rat' vii. per Cent. quoniam p'dict' A. S. p'dict' xii l. p'dict' E. P. reservat. Et p'fat' E. P. adtunc & ibidem videlicet die, &c. p'dict' apud, &c. in consideratione p'missu super se assumpsit, & eidem A. S. adtunc & ibidem fidelit' p'romisit quod ipse p'fat' E. P. Bona & Catalla p'dict' sibi per p'fat' A. S. antequam pignozat' & deliberat' eidem E. P. super solutionem p'dictarum xii l. una cum interesse pro p'dictis xii l. iuxta rat' p'dict' sibi faciend' bene & fidelit' redeliberaret: Ac licet p'dictus A. S. postea scilicet Die & Anno, &c. & sepius postea apud, &c. p'dictas xii l. una cum interesse pro eisdem xii l. iuxta rat' vii. per Cent. per totum tempus p'dict' E. P. plenarie ad solvend' & satisfaciend' obtulit, p'dictus tamen E. P. p'romissionem & Assumptionem suas p'dictas minime curans, sed malignans & fraudulent', intendens eundem A. S. in hac parte calidare & subdole decipere & defraudare p'dictas xii l. una cum fenore pro eisdem xii l. iuxta rat' p'dictum de p'fat' A. S. recipere, & Bona & Catalla p'dicta eidem A. S. deliberare omnino recusat' ad grave damnu' ipsius A. S. &c.

Upon Pro-
mise to pay
so much for
a Thing as
it should
be reason-
ably worth.

J. J. ac. queritur de R. R. de placito transge sup Casum, &c. pro eo cum dictus R. R. Die, Anno, &c. apud, &c. in consideratione q'd p'dictus J. J. ad requisitionem dict' R. R. bargainizasset & vendidisset eidem R. R. undecim carreatas carbonum super se assumpsit & p'fat' J. J. ad

adunc & ibidem fidelit' promisit quod ipse idem R. R. tantas denariorum summas quantas predictae unde caretate carbonum rationab' valebant eidem J. J. cum inde requisit' fuisset bene & fidelit' solvere & contentare vellet. Et post J. J. in facto die quod predictae undecim caretate carbonum rationabiliter valebant triginta & tres solidi, &c. predictus tamen R. R. Promissionem & Assumptionem suas predictas minime curans sed subdole & callide intendens eundem J. J. in premis defraudare & decipere, licet sepius requisit' predict' triginta & tres solidos eidem J. J. non solvit, sed illi ei hucusq' solvere omnino recusabit & adhuc recusat contra Promissionem & Assumptionem suas predictas ad grave damnum ipsius J. J. unde die quod deteriorat' est damnum habet ad valenc' 37 s. Et inde producit letam, &c.

J. B. per C. W. Attorn' suum queritur de C. f. de placito Transgressionis super Casum, &c. pro eo, viz. Quod cum predictus C. f. (Die & Anno) apud, &c. in Com' predicta' ac infra Jurisdictionem hujus Curie in consideratione quod ipse idem J. B. ad speciales instantiam & requisitionem predicti C. f. assignaret prefata C. f. remanere termini sui duos Annos qd' habuit in uno Claufo prati cum prius jacent' & existent' in, &c. predicta' in Com' predicta' ac infra Jurisdictionem predicta' ante vicesimum quintum diem Martii tunc instantis super se assumpsit & eidem J. B. adunc

Upon Pro-
mise to pay
a Sum of
Money on
assigning
of a Term.

ad tunc & ibidem fideliter promissit quod ipse idem C. f. triginta solidos legalis, &c. eidem J. B. ad sigillationem ejusdem Assigni bene & fideliter solvere & contentare vellet. Et eidem J. B. in facto dicit, quod ipse idem J. B. postea & ante pdia' vicesimo quint' diem Martii scil' vicesimo die Martii Anno Regni Domine Regine nunc decimo supradia' apud, &c. pdia' ac infra, &c. p scriptum suum sub Sigillo ipsius J. B. assignavit eidem C. f. remanere termini sui pdia' in Clauso pdia' ad pcedia' instantiam & requisitionem dicti C. f. pdia' tamen C. f. Promissionem & Assumptionem suas pceditas minime curans, &c. pdia' triginta solidos non solvit, &c.

For Oxen
fold war-
ranted to
draw well,
and not
proving so.

A. B. per J. S. Attornd suum queritur de C. f. de placito Transgressionis super Casum, &c. pro eo videt qd cum idem A. B. (Die & Anno) apud, &c. in Com pdia' ac infra Jurisdictionem hujus Curie emebat de eod C. f. duos Bobes pro quadam Pecunie summa ad tunc & ibidem eidem C. f. per ipsum A. B. agreeat' solvens pfatus C. f. in consideratione inde sup se assumpsit & eidem A. B. Warrantizabat quod pdia' duo Bobes ad hauriend' apti & assueti fuissent & in hauriend' quieti & ordinati forent ubi reuera Bobes pdia' ad hauriend' minime apti aut assueti fuissent & tunc in hauriendo furiosi inquiet' & inordinati fuerunt & adhuc existunt. Et sic pdictus C. f. ipsim A. in venditione duod' Bob' pdia' callide & subdole

subdole adtunc & ibidem decepit & defraudabit p qđ diversa ardua negotia ipſus A. in Agricultura p ſpaciū quatuor Mensum infecta remanſer ad damñ, &c.

N. D. per, &c. queritur de J. B. de placito Transgr̃ super Casum eo quod cum Die, &c. apud, &c. p̃dictus J. B. indebitat' fuit eidem N. D. in octodecim solidos, &c. pro cibo & potu quibus p̃ſat' N. D. apud, &c. ipſum ſupplevit, & ſic indebitat' exiſtent' in conſideratione quod p̃dictus N. D. adtunc & ibidem apud, &c. & infra Libertat' & Jurisdictionem hujus Cur' ad ſpecial' instant' & requiſitionem ejusd' J. B. tempus daret pro ſolutione eorundem 18 s. uſq; ad pr' diem ſequen' ipſe idem J. B. ſup ſe aſſumpſit & eidem N. D. adtunc & ibidem fidelit' promiſit quod, &c. prox' diem bene & fidelit' ſolvere & contentare vellet. Et licet p̃dict' N. D. uſq; ad prox' diem ſequen' & hucusq; p̃cepit ſolutionem eor' 18 s. p̃dictus tamen J. B. Promiſſionem & Aſſumptionem ſuas p̃dictas minime curans, ſed machinans & fraudul' intendens eundem N. D. &c.

For Diet
and Time
given for
Payment
of the
Debt.

M. H. queritur de G. N. &c. quod cum p̃dictus G. N. Die, Anno, &c. in conſideratione quod p̃dictus M. H. adtunc & ibidem ad requiſitionem ejusdem G. N. defalcaret quedam jampna vocat' Whins, ejusdem G. N. tunc creſcent' & exiſtent' in quodam Claſſo voc' le G. jacent' infra p̃recina' Ville de, &c. & faceret eadem jampna

For a La.
bourer's
Hire.

& probis adjudicat' fuerint pro Mis & Custag suis pro eo quod p'dia' H. non prosecut' fuit querelam suam per eundem H. in p'tio Tr'sgr' & Insule vers' p'fat' C. in p'dia' Curia nuper impetrat, Et denarios ille habeas ad p'or' Cur' coram Sextatozib' Curie p'dia' tenend' Die, &c. ad satisfaciend' p'fato C. de Mis & Custag p'dia' unde, &c.

A Fieri fac'
in Trespass,
&c.

Fieri fac, &c. qui H. J. in Curia p'dia' coram Sextatozibus ejusdem Curie adjudicat' fuerunt pro dampnis suis que fuit occ'one cujusdam Tr'sgressio- nis eidem H. per p'fat' C. apud, &c. p'dia' illat, Et denar. ille, &c. ad satis- faciend' p'fato H. de Dampnis p'dia' un- de, &c.

And the like in Trespass on the Case, only adding Super Calum after Tr'sgres- sionis.

On a Pro-
mise.

And if it be in Assumpsit or Promise, say, Occasione guarundam promission' & assumption' eidem H. per p'fat' C. apud, &c.

A Sale to
the Plain-
tiff of
Goods levi-
ed on a Fi-
tri facias.

" Know all Men by these Presents, That
" I T. B. of &c. Bailiff of the Liberty of,
" &c. in the County of, &c. by Virtue of
" a Precept of Fieri facias from the Steward
" of the Court within the said Liberty,
" to me directed, have levied of the Goods
" and Chattels of T. G. the Sum of, &c.
" being

“ being a Debt due to H. J. and levied by
 “ Virtue of the said Precept to his Use: In
 “ full Satisfaction of which said Sum of—
 “ I do, by Virtue of the Precept or War-
 “ rant to me directed as aforesaid, assign, sell,
 “ and set over, to the said H. J. all the
 “ Goods and Chattels in the Appraisement
 “ hereto annexed, valued and nominated
 “ at the Rate of—— To have and to
 “ hold the said Goods and Chattels to
 “ him, his Heirs, Executors, and Admini-
 “ strators, as his and their own proper
 “ Goods, as fully and absolutely as I the
 “ said T. B. might, could, or ought to do
 “ by Virtue of the said Precept and Ap-
 “ praisement, or otherwise howsoever. In
 “ Witness, &c.

Note; This Sale is founded on the *Prædi-
 tioni Exponas*. Vide ante.

H. J. Queritur de E. F. Defend' de pl'ito
 Debiti ad Damn' 20s.

Virtute istius Precepti mihi direc' re- Retorn'
 cordari & capi causabimus Placit' depend' placitorum.
 coram nobis in Cur' nra inter partes infra
 nominat' & in eodem Statu & Conditione
 sicut nunc pendet, & partibus p'd p'ari-
 mus & dedimus notitiam q'd sint apud
 Cur' Comit' Die & Loco inframenconat'
 placitum p'dia' prosequi sicut Justitie &
 quitatis pertinebit prout istud precep-
 tum exigit & requirit. In cujus rei
 S Testi-

Testimonium suimus. Manus & sigilla nra.
Dat', &c.

W. B. Seneschal.

T. B. Ballivus.

Ad Curiam Baron, &c. Cent', &c.

H. J. Queritur vers' E. F. de p'ito Trans-
gression' super-Casum ad Damu' 30s.

Retorn'
Loqucle.

Vertute huius Precepti mihi direa' ad
Cur' p'edict' sent' Die & Anno p'edict' in
plena Cur' ibid' Recordari feci loquelam
unde interius sit mentio que loquet patet
supra scripte' & illud Record' restitui si-
gillat' sigillo meo, & sigillis p'edict' qua-
tuor legalium hominum qui eadem Cur'
Recordo illud interfuert', Et partibus in-
frascript' Diebus p'efixi in Breui Specis-
cat' quod tunc sint parat' prout Iustum
fuerit processur' in Loquela p'edict' sicut
interius mihi p'ipitur.

205

W. B. Seneschal.

C. D.

E. F.

G. H.

J. K.

Suitors.

Declarations in this Court.

In Debt
for Money
lent.

A. B. queritur vers' C. D. in p'ito
Debiti triginta solidorum pro eo vidit,
&c. & unde idem A. B. per E. F. Al-
toid' suum dicit qd cum p'edict' C. D.
Die

Die & Anno, &c. apud B. infra Jurisdictionem hujus Curie mutuatus fuisset de p̄dia' A. B. p̄dia' 30 s. solvendū eidem A. B. cum inde requisit' fuisset p̄p̄dia' tamen C. D. licet sepius requisit' nondum reddidit sed ill' ei hucusq; reddere contradixit & adhuc contradicere unde dicit qd' deteriorat' est & dampnū habet ad valent' 30 s. & inde producit sextam, &c.

A. B. per C. D. Attorū suū queritur qd' C. D. de p̄lito qd' reddat ei 25 s. Debt upon Accounting together. quas ei debet & injuste detinet, &c. pro eo viz. Quod cum (Die & Anno) apud B. infra, &c. infimul computassent de & pro diversis denar' summis tunc & ante temp' ill' debuit & insoluit' per eundem C. D. eidem A. & ad tunc & ibi cognovit se in Arrearag' esse indebitat' eidem A. summa 25 s. solvendū p̄fatu' A. cum idem C. D. inde requisit' esset p̄diaus tamen, &c.

A. B. &c. pro eo viz. qd' eū p̄dia' Debt for Retainer, &c. C. D. (Die & Anno) apud B. infra, &c. retinuisse eundem A. ad imponendū super Pedes Equorū p̄dia' C. D. quadraginta novas soleas ferreas (Anglice Horse-shoes) & ad removendū 40 soleas ferreas, Anglice, &c. Et ad faciendū unā focariam (Anglice a Fire-shovel) ac ad recipiendū de p̄dicto C. D. pro Impositione quadraginti novar' solear' ferrear' p̄dictar' & quadraginti remotionibus 20 s. Et sit pro alit' Parcelis solvendū eidem A. B. cum in.

de requisit' fuisse, Virtute cuius retentionis prefat' M. B. predictas quadraginti' novas soleas ferreas & quadraginti' remotiones sup pedes equorum ipsius C. D. imposuit, &c. per quod actio accrebit, &c.

Debt for
Goods sold.

G. R. per, &c. queritur versus R. C. in placito debet' 30 s. pro eo videt' quod cum pdia' R. C. (tali Die & Anno) apud, &c. infra, &c. emisset de eod' G. B. — s. unam Parcelle de, &c. pro 16 s. & und, &c. pro 14 s. solvend' eid' G. B. cum inde requisit' fuisse que quid sum in toto se attingunt ad pd 30 s. pd tamen R. C. licet sepius requisit' pdia' 30 s. eid' G. R. nondum reddidit, Sed ill, &c. ut ante.

Bar ad-
inde.

Et predict' R. C. per J. M. Attorn suum vend & defend vim & injur' quando, &c. & dic' quod ipse non debet prefat' G. B. pdia' 30 s. nec aliquem denar' inde in forma qua idem G. B. superius versus eum querit', Ideo concess' est quod pred' R. C. vadeat ei inde legem suam de duobus manupleg' de J. M. & R. J. & vend cum lege hic ad proximam Cur' in propria persona sua, & dia' est prefat' Attorn predict' R. C. quod tunc habeat hic eundem R. C. magistrum suum in propria Persona sua ad perficiend' legem suam pdia', &c.

Wager of
Law.

Debt for
Rent in
Arrear.

R. M. per, &c. queritur versus D. D. de placito quod reddat ei 30 s. quos ei debet & injuste detinet, &c. p eo qd idem R. M. Die, &c. apud, &c. demisit concess'

fit, & ad firmam tradidit eidem H. D. unā Cottag & quatuor acē terr' arabil' cum pertinē' jacent' & existent' apud, &c. p̄dicta' ac infra Jur' p̄dicta' habendū & tenendū dicta Cottag & terr' arabil' cum pertinē' eidem H. D. & assign' suis ab Annunciat' beate Marie Virgini vulgarit' voc' Lady-day, tunc ult' p̄terit' p̄o & durand' termino trium Annozū extunc p̄oximū sequent' plenā complend' finiend' & terminand' reddend' inde Annual' redd' p̄o p̄dictis p̄emis' eidem H. D. p̄o Anno prima trium Annozū p̄dictozū redd' trium librar' in denar' munerat' in manibus solvend' eidem H. D. & iii l. x s. &c. Annuatim solvend' eid' H. D. p̄o ac duobus annis redd' dicti termini ad Festa Sancti Mich' Archang & Annunciat' beate Marie Virgini per equales portiones Virtute cujus dimissionis idem H. D. in dicta Cottag & cetera p̄remissa intrabit, & fuit & adhuc existit inde possessionat'. Et quia xxxv s. p̄o dimid' annū finit ad Festum Sancti Mich' Archang Anno, &c. sunt in Arrearag & insol' p̄lat' H. D. Ideo actio accrebit eidem H. D. ad exigendū & habendū de p̄dicta H. D. dictos xxxv s. p̄dicta' tamen H. D. licet sepius requisit' p̄dicta' xxxv s. eidem H. D. hucusq' reddere & solvere contradixit, & adhuc reddere & solvere contradicit ad dampnum ipsius H. D. xxxviii s. Et inde p̄odue lectam, &c.

For Ser-
vants
Wages.

A. **M.** per, &c. queritur versus **J. S.** de placito quod reddat ei xx s. &c. quos ei debet & injuste detinet pro eo quod cum predicto **P. S.** Die, Anno, &c. apud, &c. retinisset eundem **A. M.** ad deservientia **J. S.** in loco servientis abinde usque ad Festum Sancti, &c. tunc proximo sequente ad agenda & exequenda legales Occasiones & mandata prefat **J. S.** per tempus predictum solvendi inde eidem **A. M.** xii d. &c. quod predictus **J. S.** adtunc & ibidem solvit prefat **A. M.** ac etiam xx s. ultra, &c. pro salario suo durante termino predicto ad dictum Festum, &c. Anno, &c. predicto, Et predictus **A. M.** in facto die quod ipse juxta retentionem predicta deserviebat dicto **J. S.** in loco servientis, & fecit & peregit legalia mandata & Occasiones prefat **J. S.** per tempus predictum apud, &c. Et quod xx s. pro salario suo pro tempore predictum debet ad Festum, &c. Anno, &c. superius mentionat adhuc est in arreoribus & incet per predictum **J. S.** eidem **A. M.** per quod actio accrebit **J. S.** dicta xx s. predicta tamen **A. S.** licet legimus requirit &c.

For Attor-
nies Fees.

R. A. Gen, &c. per **T. S.** Attornd suum queritur de **M. P.** de placito quod reddat ei xxvii s. quos ei debet & injuste detinet pro eo quod cum predictus **M. P.** Die & Anno, &c. apud, &c. retinisset eundem **R. A.** essent Attornd ipsius **M. P.** in Curia, &c. tent, &c. coram, &c. ad prosequend

quendū tanquam Altorū ipsius W. P. pro
 eod W. P. in quadam actione in nomine
 ipsius W. P. versus quendam C. C. de
 placito debet a dictis Die & Anno, &c.
 tamdiu ambabus partibus placeret ca-
 piendū inde pro feod & Labore suo in
 ea parte sistent qualibet Cur que idem
 R. M. Altorū placet W. P. in sexta
 illa sic existit ii s. legalis, &c. Ne ultra
 feod & rationabilē misas & expens per
 eundem R. M. in & circa prosecutionem
 Actionis pdictae solv & deponendū Dicitur
 cujus retentionis idem R. M. Altorū ip-
 sus W. P. predicta fuit pro octo Curliis
 Com tunc prior sequendū & quod depolu-
 isset Clerico & al Minister ejusdem Cur
 in & circa Prosecutionē ejusdē scēte xx s. ii d.
 &c. qui quidem xx s. ii d. unacum xvi s.
 pro feod suis pro pdicta octo Curliis in
 toto attingunt ad xxxvii s. ii d. &c. ra-
 tione cujus actio accrebit eidem R. M.
 ad exigendū & habendū de placet W. P.
 pdicta xxxvii s. ii d. pdicta tamen W. P.
 licet sepius requisit pdicta, &c. ut ante.

C. P. & C. uxor ejus Administrat
 Bonorū & Catallorū que fuer C. B. de
 funa queruntur per S. D. Altorū suorū
 versus J. P. alias dicta J. P. de, &c.
 in dicto Com Gen de placito quod red-
 dat eis, &c. quas eis injuste detinet, &c.
 ad eam pdicta J. P. (tali Die Anno &
 loco) per quandam Billam suam obli-
 gatorū Sigillo suo signat & hic in Cur pro-
 lat cupus dat est eidem Die & Anno
 pro & in Consideratione unius Annuli
 aurei,

Upon a Bill
 to be paid
 at the Day
 of Marri-
 age, and
 Issue upon
 it.

surei, cum quodam Lapide, vocat' a Diamond, in eodem Annulo impresso, quem de p'dicto T. B. in vita sua recepit Die consecrationis ejusdem Bille cognovisset & concessisset ad & cum p'dicto T. B. in vita sua quod ipse idem J. B. Exec' vel Assign' sui solberent vel solvi causarent p'fat' T. B. vel Assign' suis pro eodem Annulo tali die & tempore qual' ipse idem J. B. uxorem duceret vel nuptius foret, vel ad aliquod aliud temp' post desponsalia sua quancuncq' requisit' fuisset per p'dict' T. B. Exec' vel Assign' suos sive per ipsum qui Billam p'dict' afferet dictam sum, &c. ad ejus vel eod' usus p'dict' tempore solvend'. Et p'dict' T. B. & C. in facto dic' quod p'dict' J. B. post consecrationem Bille illius scilicet (tali Die Anno & Loco) infra Eccles' Parochiar' de, &c. in Com' p'dict' & jure p'dict' uxorem duxit quandam J. D. per q'd actio accrebit eidem T. B. in vita sua ac eidem C. post mortem ipsius T. B. dum sola fuit, & p'dict' T. B. & C. post desponsalia inter eos celebrat' ad exigend' & habend' de p'dict' J. B. eandem, &c. p'dict' tamen J. B. licet sepius requisit' p'dict', &c. eidem T. B. in Vita sua vel p'fat' C. dum sola fuit cui administrat' omnium Bonorum & Catallorum que fuer' p'dict' T. B. tempore mortis sue (tali Die, Anno, & Loco) per talem Episc' commiss' fuit nec p'dict' T. B. & C. post desponsal' inter eos celebrat' non reddidit, sed illas eidem reddere contradixit, & illas p'fat' T. B. & C. reddere adhuc contradixit & injuste detinet

Definit unde dic' quod deteriorat' sunt & ad damm' habent ad valent' &c. Et inde produciunt Bexam, &c. Et proferunt hic in Cur' Literas Administratoꝝ p'dictas, &c.

Et p'dict' J. F. per R. B. Actoꝝd ^{Bar infra statem.} suum v'ed & defendi injur' quando, &c. Et dic' quod p'dicti C. P. & E. action' suam p'dict' versus eum habere non debent quia dic' quod ipse tempore consecrationis Wille p'dict' fuit infra etatem viginti & unius Annorum, & hoc parat' est verificare: Unde per' Judic' & p'fat' C. P. & E. action' suam p'dict' versus eum habere debent, &c. Et p'dicti C. P. & E. dicunt quod ipsi pro aliqua preallegat' ab action' sua p'dicta habend' precludi not debent, quia dicunt qd p'dictus J. P. tempore consecrationis Wille p'dict' fuit plene etatis viginti & unius Annorum, ac non infra etatem, prout p'dictus J. P. superius allegavit: Et hoc per' qd inquiratur p' Patriam & p'dict' J. P. similiter: Ideo p'cept' est, &c.

M. B. virtute h'rebis, &c. querit' verus C. P. de placito quare p'dictus M. die, &c. apud, &c. mutuo accepit de p'dict' C. P. xii l. &c. & adtunc & ibidem pignora-
 rabit & in nomine pignoris dedit & de-
 liberabit p'fat' C. P. diversa Vona & Catalla p'dict' A. S. ad valenc' xxiv l. lega-
 lis, &c. pro securitate Solutionis eidem C. P. p'dictar' xii l. una cum interesse p' deferend' & dando diem Solution' dicar' xii l.

Declarati-
 on in Assi-
 on upon
 the Case,
 for not de-
 livering of
 a Pawn up-
 on Tender
 of the Mo-
 ney bor-
 rowed.

xii l. iuxta rat' vii. per Cent. quoniam p̄dica'
 A. S. p̄dica' xii l. p̄dica' E. P. reserbat.
 Et p̄fat' E. P. adtunc & ibidem videlicet
 die, &c. p̄dica' apud, &c. in consideratione
 p̄missu super se assumpsit, & eidem
 A. S. adtunc & ibidem fidelit' p̄misit
 quod ipse p̄fat' E. P. Bona & Catalla
 p̄dica' sibi per p̄fat' A. S. antequam p̄gi-
 nozat' & deliberat' eidem E. P. super so-
 lutionem p̄dictarum xii l. una cum inter-
 resse p̄o p̄dictis xii l. iuxta rat' p̄dica'
 sibi faciendi bene & fidelit' redeliberaret.
 Ac licet p̄dictus A. S. postea scilicet Die
 & Anno, &c. & sepius postea apud, &c.
 p̄dictas xii l. una cum interesse p̄o eidem
 xii l. iuxta rat' vii. per Cent. per totum
 tempus p̄dica' E. P. plenarie ad solvendi &
 satisfaciendi obtulit, p̄dictus tamen
 E. P. p̄missionem & Assumptionem
 suas p̄dictas minime curans, sed machi-
 nans & fraudulent', intendens eundem
 A. S. in hac parte calide & subdole de-
 cipere & defraudare p̄dictas xii l. una cum
 fenore p̄o eidem xii l. iuxta rat' p̄dictum
 de p̄fat' A. S. recipere, & Bona & Ca-
 tallia p̄dicta eidem A. S. deliberare omni-
 no recusat' ad grave damnu' ipsius A. S.
 &c.

Upon Pro-
 mise to pay
 so much for
 a Thing as
 it should
 be reason-
 ably worth.

J. J. ac. queritur de R. R. de placito
 transgre sup Casum, &c. p̄o eo cum dictis
 R. R. Die, Anno, &c. apud, &c. in con-
 sideratione qd p̄dictus J. J. ad requis-
 ition dict' R. R. bargainizasset & vendi-
 disse eidem R. R. undecim carreatas
 carbonum super se assumpsit & p̄fat' J. J.
 ad

ad tunc & ibidem fidelit' promittit quod ipse idem R. R. tantas denariozum summas quantas predictae unde caritate caruon, rationab' valebant eidem J. J. cum inde requisit' fuisset bene & fidelit' solvere, & contentare vellet. Et p'fat' J. J. in facio dic' quod p'dictae undecim caritate carbonum rationabilit' valebant trigint' & tres solidi, &c. predictus tamen R. R. Promissionem & Assumptionem suas predictas minime curans sed subdole & calide intendens eundem J. J. in premis defraudare & decipere, licet sepius requisit' p'dict' trigint' & tres solidos eidem J. J. non solvit, sed ill' ei hucusq' solvere omnino recusabit & adhuc recusat contra Promissionem & Assumptionem suas predictas ad grave damnum ipsius J. J. unde dic' quod deteriorat' est damnum habet ad valenc' 37 s. Et inde producit sextam, &c.

J. B. per C. W. Attorn' suum queritur de C. f. de placito Transgressionis super Casum, &c. pro eo, viz. Quod cum p'dictus C. f. (Die & Anno) apud, &c. in Com' p'dict' ac infra Jurisdictionem hujus Curie in consideratione quod ipse idem J. B. ad speciales instantiam & requisitionem p'dicti C. f. assignaret p'fata C. f. remaneret termini sui duos Annos qd' habuit in uno Clauso p'zati cum p'rid' jaced' & existend' in, &c. p'dict' in Com' p'dict' ac infra Jurisdictionem p'dict' ante vicesimum quintum diem Martii tunc instantis super se assumpsit & eidem J. B. ad tunc

Upon Pro-
mise to pay
a Sum of
Money on
assigning
of a Term.

ad tunc & ibidem fideliter promissit quod ipse idem C. f. triginta solidos legalis, &c. eidem J. B. ad sigillationem ejusdem Assigni bene & fideliter solvere & contentare vellet. Et eidem J. B. in facto dicit, quod ipse idem J. B. postea & ante pdia' vicesimū quintū diem Martii scilicet vicesimū die Martii Anno Regni Domine Regine nunc decimo supradia' apud, &c. pdia' ac infra, &c. p scriptum suum sub Sigillo ipsius J. B. assignavit eidem C. f. remanere termini sui pdia' in Clauso pdia' ad pcedia' instantiam & requisitionem dicti C. f. pdia' tamen C. f. Promissionem & Assumptionem suas pceditas minime curans, &c. pdia' triginta solidos non solvit, &c.

For Oxen
sold war-
ranted to
draw well,
and not
proving so.

A. B. per J. S. Attorū suum queritur de C. f. de placito Transgressionis super Calum, &c. pro eo videt qd cum idem A. B. (Die & Anno) apud, &c. in Com pdia' ac infra Jurisdictionem hujus Curie emebat de eod C. f. duos Bobes pro quadam Pecunie summa ad tunc & ibidem eidem C. f. per ipsum A. B. agreeat' solvens pstatus C. f. in consideratione inde sup se assumpsit & eidem A. B. Marrantizabat quod pdia' duo Bobes ad hauriendū apti & assueti fuissent & in hauriendū quieti & ordinati forent ubi rebera Bobes pdia' ad hauriendū minime apti aut assueti fuissent & tunc in hauriendo furiosi inquiet' & inordinati fuerunt & adhuc existunt. Et sic pdictus C. f. ipsū A. in venditione duorū Bob' pdia' callide & subdole

subdole adtunc & ibidem decepit & defraudabit p qđ diversa ardua negotia ipsius A. in Agricultura p spacium quatuor Mensium infecta remanser ad damm, &c.

R. D. per, &c. queritur de **J. B.** de placito Transgr^r super Casum eo quod cum Die, &c. apud, &c. p̄dictus **J. B.** indebitat^r fuit eidem **R. D.** in octodecim solidos, &c. p̄o cibo & potu quibus p̄far^r **R. D.** apud, &c. ipsum supplevit, & sic indebitat^r existent^r in consideratione quod p̄dictus **R. D.** adtunc & ibidem apud, &c. & infra Libertat^r & Jurisdictionem hujus Cur^e ad special^r instant^r & requisitionem ejusd^m **J. B.** tempus daret p̄o solutione eorundem 18 s. usq^{ue} ad p̄r^m diem sequen^t ipse idem **J. B.** sup se assumpsit & eidem **R. D.** adtunc & ibidem fidelit^r p̄romisit quod, &c. p̄or^m diem bene & fidelit^r solvere & contentare vellet. Et licet p̄dict^r **R. D.** usq^{ue} ad p̄or^m diem sequen^t & hucusq^{ue} p̄cepit solutionem eor^{um} 18 s. p̄dictus tamen **J. B.** p̄romissionem & Assumptionem suas p̄dictas minime curans, sed machinans & fraudul^r intendens eundem **R. D.** &c.

For Diet
and Time
given for
Payment
of the
Debt.

M. H. queritur de **G. N.** &c. quod cum p̄dictus **G. N.** Die, Anno, &c. in consideratione quod p̄dictus **M. H.** adtunc & ibidem ad requisitionem ejusdem **G. N.** defalcaret quedam jampna vocat^r Whins, ejusdem **G. N.** tunc crescent^r & existent^r in quodam Clauso voc^r le O. jacent^r infra p̄recina^m Ville de, &c. & faceret eadem jampna

For a La-
bourer's
Hire.

jampna in fascēs jampnos. (Inghe Whinkins) sive fasciculos sup se assumpsit ac eidem M. H. ad tunc & ibidem fidelit' promisit quod ipse idem G. N. quant' placeret sive contentaret eidem M. H. pro opere & labore suis in defalcand & faciend dicta jampna in fasciculos in Clauso p'dicto tamdiu p'sat' M. H. adeo operaret & laboraret p p'dicto G. N. cum inde p'stea requisit' fuisset, bene & fidelit' solvere & contentare vellet. Et p'dictus M. H. in facto dicit quod ipse congruenter defalcavit jampna p'dicta & illa fecit in fasciculos pro p'dicto G. N. in Clauso p'dicta per spaciū unius diei integri tunc p'or' sequend & quod optime meruit 12 d. pro stipendio pro opere & labore suis illius diei & quod 12 d. est rationabilis sum. ei placere & contentare p dicta opere & labore diei illius in defalcand & faciend jampna p'dicta in fasciculos ut p'fertur unde idem G. N. habuit notitiam p'dictus tamen G. N. Promissionem & Assumptionem suas p'dictas minime curans, sed callide & subdole intendens eundem M. H. in p'emiis decipere & defraudare licet, &c.

Against an
Executor
for agisting
of Beasts.

T. B. queritur de J. S. Executor Testamenti J. P. de Placito Transge super Calum, quod cum Die & Anno, &c. apud, &c. in Consideratione quod p'dictus T. B. ad special' Instanc & Requisitionem J. P. in Vita sua depasceret duos Boves ejusdem J. P. in Terr dicti T. B. in, &c. in Com p'dicta ac infr' Jur p'dicta a die,

die, anno, &c. ad finem unius Mensis
prior sequenti ipse idem J. D. in Vita sua
super se assumpsit & eidem C. B. ad tunc
& ibidem fideliter promissit quod ipse pre-
stat J. D. tantum quantum dicta depast' pro
Averius pdicta rationabiliter valeret eidem
C. B. cum idem J. D. inde requisitus fu-
isset bene & fideliter solvere & contentare vel-
let. Et prestat C. B. in facto die quod
ipse a predicto die, &c. ad finem unius
Mensis tunc prior sequenti depastit dictos
duos Boves ipsius J. D. in Terra ejus-
dem C. B. in, &c. pdicta ac iure sue pdicta.
Et quod eadem depast' rationabiliter vale-
bat 12 s. Et pdicta tamen J. D. in Vita
sua, & pdicta J. S. post Mortem ipsius
J. D. Promissionem & Assumptionem ejusdem
J. D. minime curans, sed machinans &
fraudulenter intendens eundem C. B. in hac
Parte collidere & subdole decipere & defrau-
dare pdictos 12 s. vel aliquem inde de-
nare eidem C. B. non solvit, nec p eisdem
aliqua aliter contentabit sed ille solvere pdicta
J. D. in Vita sua licet requisitus, recusabit,
& prestat J. S. post Mortem ipsius J. D.
recusabit, & adhuc recusat: Unde idem
C. B. dicit quod deterius est & damnum habet,
ad Valenc' 30 s. Et inde producit Secam,
&c.

W. W. p R. B. Attorn suum queritur For a Horse
fold, and
warranted
to be found.
de R. H. de Blacito Transgr' super Ca-
sum eo quod cum pdictus W. W. Die &
Anno, &c. apud, &c. emisset de pdicto
R. H. unum Atrum Spadonem [Anglice
one Black Gelding] pro, &c. legalis, &c.
ipse

ipse idem J. R. adtunc & ibidem hanc
 rantizabit eundem Spadonem esse incolus
 mem & sanum, ac nulla Morbo vel In-
 firmitate teneri: Et p̄dictus W. M. in
 fac die quod p̄dict' Spado tunc adeo in-
 fec' fuit cum quodam Morbo pestifero bo-
 rato, &c. & diversis aliis Morbis & Infe-
 rmitatibus, quodq; p̄dictus Spado pars
 bum valebat ad damnum ipsius W. M. 39 s.
 Et inde pduc Sextam, &c.

For a Horse
 lent, pro-
 mising to
 deliver
 him.

J. R. queritur de J. A. de Placito
 Transgr' super Calum, &c. quare cum
 dictus J. A. die & anno, &c. apud, &c. in
 Consideratione qd p̄dictus J. R. adtunc
 & ibidem ad Instantiam & Requisitionem
 ejusdem J. A. mutuo dedisset & delibera-
 rasset eidem J. A. unum Badium Equu-
 lum, [Anglice one Bay Nag] Preterea l. res
 deliberand' eidem J. R. cum inde postea
 requisit' fuisset p̄fat' J. A. super se ac-
 sumpsit & eidem J. R. adtunc & ibid
 fidelit' promissit quod ipse idem J. A.
 eundem Equulum eidem J. R. cum inde
 postea requisit' fuisset fidelit' redderet &
 deliberaret, ac etiam, 12 d. p. qualibet die
 quo p̄fat' J. A. laboraret & equitaret
 eundem Equulum eidem J. R. cum inde
 postea requisit' fuisset bene & fidelit' sol-
 vere & contentare vellet. Et p̄fat' J. R.
 in facto die quod idem J. A. per trigint'
 dies eundem Equulum laboravit & equi-
 tabit; videlicet apud, &c. p̄dictus tamen
 J. A. Promissionem & Assumptionem suas
 p̄dictas minime curans, sed callide & sub-
 dole intendens eundem J. R. in Pres-
 mias

minis decipere & defraudare, scilicet Die Anno, &c. p̄dict' ac etiam diversis diebus & temporibus postea & ante Inceptionem hujus sette apud, &c. ad deliberandū eundem Equulum eidem J. R. sepius requisit' fuit, 'sed p̄dictum Equulum red- dere sibi deliberare omnino recusabit & adhuc retulat, necnon 30 s. p̄o Labore & Mercede ejusdem Equuli p̄o trigint' diebus p̄dictis eidem J. R. non solvit, sed illi ei solvere. Similiter recusabit & adhuc retulat ad grave dampnum ipsius R. &c.

G. B. queritur de P. M. de Placito ^{Against a} Transgr' super Catum, p̄ eo qđ cum p̄fat' ^{Carrier, for} P. M. (tali die & anno) & diu antea & ^{Loss of} semper postea hucusq; fuit, & adhuc ex- ^{Goods de-} istit communis Gestator, [Anglice a Com- ^{liver'd to} mon Carrier] a Civitat', &c. in Comd p̄dict' ^{him.} ad Will de, &c. in diao Comd & a p̄dict' Will de, &c. Et idem P. M. eodem die & anno & diu antea, & continuo postea hucusq; usitat' & assuet' fuit per se & Servi- entes suos super Equos ipsius P. M. Bona & Catalla p̄o rationabil' & legal' Stipendi' & Salar' aliquibus Personis in ea Parte inde solvendū carriare ultro citroq; inter p̄dicta Will de, &c. & &c. juxta usual' Agreement' & Solution' in ea Parte faciendū & habendū. Cumq; etiam se- cundū Reges & Consuetud' hujus Regni, omnes Gestatores qui Bona & Catalla de aliquibus Person' recipiunt sic gestitan- dū p̄o rationabil' & legal' Stipendi' sive Salar' inde dandū & solvendū obligat' sunt

T

ad

ad conserbandū & gessitandū eadem Bona & Catalla consimilium Personarum sic recepti sine eorum Spoliatione, Detentione vel Perditione, ita quod pro vel per defectū consimilibus communī Gessatoris nullum damnum ulla Modō contingeret talibus Personis per Gessationem inde cumq; p̄dicta P. M. p̄dicta (tali die & anno) apud, &c. p̄dictam ac infra Jur' p̄dicta super se suscepisset caruari un' Riscum [Anglice a Trunk] firmat' serat' cum diversis Denariis Sum' de Bonis & Catallis p̄dict' G. B. ad Valenc', &c. in eodem Risco tunc existent' tuto & sedulo a p̄dicta Will, &c. ad dictam Willam, &c. & p̄cert' & usual' Stipendiū Salar' & Rat' pro Gessatione ejusdem Risci Denar' Bondum & Catallorum p̄dictorum p̄ p̄fecta G. p̄fat' P. M. postea solvendi. Et p̄dicta P. M. postea scilicet tali die & anno p̄dicta apud, &c. p̄dicta de ipso p̄fat' G. B. Risco cum p̄dicta recepit cum denar' Bonis & Catallis p̄dicta in eod' Risco ut p̄dicta est serat' in forma p̄dicta gessitand' p̄dicta P. M. Riscum p̄dicta cum denar' Bonis & Catallis p̄dictis de p̄fat' G. B. postea, scilicet tali die & anno, tam negligenter & improvide conserbabat & carriabit qđ diversa denar' sum' Bona & Catalla ipsius G. B. in eod' Risco ut p̄dictatur serat' scilicet 15 s. in denar' numerat' un' Par', &c. ad Valenc', &c. per remissam Custodiam ipsius P. M. adhuc & ibidem amissa fuer'. Et quod ipse p̄fecta G. B. eodem denar' Bona & Catalla ubi mentionat' a Tempore illa usq; diem, &c. scilicet

scilicet tali die & anno, non recepit nec habuit, licet p̄dictus P. M. per eund' G. B. postea, scilicet tali die & anno, sepius requisit' fuisset Denar' Bona & Catalla p̄dicta eidem G. B. deliberare, unde idem G. B. dic' qd' damnum habet, &c.

E. R. queritur de G. S. de placito, &c. Slander for
eo quod cum p̄dictus E. R. bonus verus calling the
fidelis & honest' subdit' & ligeus Dom' Plaintiff
Reg' nunc sit, & tanquam bonus servus Thief, &c.
& fidelis ligeus dic' Dom' Reg' & proge-
nitorum suorum nuper Regum Anglie a
tempore Matibitaris sue hucusq; se gesse-
rit habuerit & gubernabit bonorum no-
minis fame conditionis conversationis
& reputationis tam apud venerabiles
personas quam alios fideles subdit' dic'
Dom' Reg' progenitor' suorum quibus idem
E. R. not' fuerat ac cum quibus idem
E. R. quoquomodo consortium habuerat
per totum tempus p̄dict' habit' not' dic-
tus & reputat' fuerat absq; aliqua ma-
cula fursi felonie latrocinii aut ali-
cujus alius salutar' seu criminis notivi
libe suspicione inde hucusq; illesus & in-
taq' semper vixit & remansit p̄dictus ta-
men G. S. p̄missorum non ignarus sed
machinans & malitiose intendens eun-
dem E. R. non solum in bonis nomine
fama opinione credentia estimatione &
reputatione suis ledere detrahere pejo-
rare & penitus destruere verum etiam
eundem E. R. in perturbatione veratio-
nem & infamiam ac bonorum & catal-
lorum

sentia **R. D. S. R. & D. J.** secundum con-
suetudinem Manerii predicti unde antiquum Co-
tagium sive Tenementum in quo **J. C.**
modo inhabitat triginta acras terre vi-
ginti & sex acras prati & quadraginta
acras pasture cum pertinentiis in **A.**
infra Manerium predictum vocat **A.** ad opus
& usum **J. Hrozis** ejusdem **A. L.** pro ter-
mino vite sue Et post decessum ejusdem **J.**
remanere inde **C. L. & D. L.** Filiis na-
tu minoribus predicti **A. L.** & Heredibus
suis Provisio tamen semper & sub hac
Conditione quod si contingat aliquem pre-
dictorum **C. & D.** obire sine Herede de cor-
pore suo exiit quod tunc ipse qui super-
vixerit habebit & gaudet predictum Cota-
giu' sive Tenementu' & cetera tenementa
predicta cum pertinentiis sibi & Heredi-
bus suis imppetuu' Et super hoc venit hic
in Curia predicta **J.** in propria persona sua
& petit se admitti ad Cotagiū' sive Te-
nementu' & cetera premissa predicta cum
pertinentiis Cui Dominus per Senes-
callum suum concessit inde per virgam sei-
sna habendū sibi in forma predicta ad vo-
luntatem Dñi secundum consuetudinem Maner-
rii predicti Et dat Dñs de Fine pro in-
gressu suo inde habendū quadraginta so-
lidos fecit fidelitate & admissus est inde
tenens.

The like of
a Surrender
of a Re-
version to
Uses, with
divers Re-
mainders,
and the
Tenant's
Release of
his Right.

Ad hanc Curiam testat' est etiam per
predictum **C. D.** Seneschallum ibidem quā
prima die Martii Anno Regni dicti Dñi
Regis nunc decimo quarto **C. J.** ve-
nit coram prefat' Seneschallo in pro-
pria

pdia' Equam extra manū & possessionē suas casualiter pdidit & amisit, que quidē Equa postea scilicet Die Anno, &c. apud, &c. ad manū & possessionē ipsius J. C. devenit. Pdia' tamen J. C. rett' sciend equam pdia' fore equam ipsius J. B. ad ipsum de jure spectare & machinans eundem J. B. de pdia' Equa decipere licet sepius requisit', &c. pdia' Equam eidem J. B. non deliberabit sed pstat' J. C. postea scilicet Die Anno & Loco, &c. eandē equam in usum & commodū suum pprium disposuit & convertit ad grave damū ipsius J. B. unde dic' quod deteriorat' est & damū habet ad valenc', &c. Et inde produc' sextam.

C. D. per E. B. Attorū suum queritur Detinuit.
de R. M. de placito quod reddat ei bona & catalla ad valenc' 38 s. &c. que ei injuste detinet, &c. pro eo quod cum pdia' C. D. Die Anno, &c. apud, &c. deliberabit eid' R. M. unū, &c. precii 20 s. unū, &c. precii 10 s. & unū, &c. ad valenc' 8 s. pro eodem C. salvo custodiendū & eidem C. D. cum ipse idem R. M. inde requisit' fuisset deliberandū pdia' tamen R. M. licet sepius inde requisit' bona & catalla pdicta eidem C. D. nondū redeliberaverit sed illa ei hucusq; redeliberare contradixit, & adhuc contradicit & injuste detinet. Unde pdia' C. D. dic' quod deteriorat' est & damū habet ad valenc' 29 s. Et inde produc' sextam, &c.

Trespass for
breaking
the Plain-
tiff's Stall
in the Mar-
ket, and
assaulting
him.

A. Q. queritur de **M. C.** de placito
transgr' **Co** quod p'edict' **M. C.** Die,
Anno, &c. apud, &c. in Com' p'edict' &
infra Jurisdictionem hujus Cur' super ip-
sum **A. Q.** insult' fec' repostorium (An-
glice a Stall) ibidem in Mercato polie &
erect' fregit & intravit & mercedimonia sua
videlicet Alutam (Anglice dress'd Leather)
ad valenc', &c. Super repostorio suo p'ed-
icto imposuit disposuit prosternavit & spo-
liavit & al' enormia ei intulit ad grave
damn' ipsius **A. Q.** Unde dic' quod de-
teriorat' est & dam'n' habet ad valenc', &c.
Et inde produc' sectam, &c.

For break-
ing the
Plaintiff's
Close, &c.

J. A. queritur de **C. S.** de placito
transgr', &c. **Co** quod cum p'edict' **C. S.**
Die Anno, &c. quoddam clausum ipsius
J. A. voc', &c. apud, &c. in Com', &c.
fregit & intravit & herbam ipsius **J. A.**
adtunc & ibidem crescent' valor' 10 s. cum
quibusdam abetiis videlicet vaccis bobus
jument' equis porcis & bidentibus depast'
fuit conculcavit consumpsit & spoliavit
transgressionem p'edictam a p'edicto Die
Anno, &c. p'edict' duranc' terminu' unius
mensis integr' tunc p'or' sequent' diversis
diebus & vicibus continuand' ac alia enor-
mia ei intulit ad grave damnum ipsius
J. A. Unde dic' quod deteriorat' est & dam'n'
habet ad valenc' 36 s. Et inde produc'
sectam, &c.

J. R. queritur versus **C. B.** viz. in placito quare **Vi & Armis claus'** ipsius **J. R.** apud, **Ec.** fregit **&** herbam suam ad balenc' 20 s. **&** 6 d. ibidem nuper crescent pedibus suis ambuland' concule **&** consumpsit **&** alia enozmia ei intulit ad grave dampnum ipsius **J. R.** **&** contra pacem Domine Regine nunc, **Ec.** Et unde idem **J. R.** dicit quod cum pdict' **C. B.** die Anno, **Ec.** **Vi & Armis claus'** ipsius **J. R.** apud, **Ec.** fregit **&** herbam suam ad balenc', **Ec.** ibid' nuper crescent pedibus suis ambuland' conculeabit **&** consumpsit **&** alia enozmia, **Ec.** ad grave dampnum, **Ec.** **&** contra pacem, **Ec.** Unde dicit quod deterioratus est **&** dampnum habet ad balenc', **Ec.**

For entring
the Plain-
tiff's Close,
and tread-
ing the
Grass.

Et predictus **C.** in propria Persona sua ^{Bar:} venit **&** defendit **Vin &** Injur quando, **Ec.** **&** dicit quod ipse in nulla est inde Culp' de Transgre' predicta' prout predicta' **A.** superius versus eum querit' Et de hoc ponit se super Patriam Et predicta' querens similiter, **Ec.**

H. S. queritur de **M. P.** de Placito ^{For a Dog biting a} Transgre' eo quod cum predicta' **M. P.** ^{Mare so} Die Anno, **Ec.** apud, **Ec.** unam Equam ipsius **H. S.** p'ec, **Ec.** adtunc **&** ibidem ^{that she died.} invenc' verberabit vulnerabit **&** fugabit ac cum quodam Cane momordit ita quod ratione predicta' Verberationis Fugationis Vulnerationis Morsus ejusd' Equae adtunc **&** ibidem interit predicta'.

Trespass for
breaking
the Plain-
riff's Scall
in the Mar-
ke, and
assaulting
him.

A. O. queritur de **M. C.** de placito transgr' Eo quod predict' **M. C.** Die, Anno, &c. apud, &c. in Com' predict' & infra Jurisdictionem hujus Cur' super ipsum **A. O.** insult' fec' repostorium (Anglice a Scall) ibidem in Mercato police & erect' fregit & intravit & mercedimonia sua videlicet Alutam (Anglice dress'd Leather) ad valenc', &c. Super repostorio suo predicto imposuit disposuit prostrernavit & spoliavit & al' enormia et intulit ad grave damnum ipsius **A. O.** Unde dic' quod deteriorat' est & damnum habet ad valenc', &c. Et inde producat' sextam, &c.

For break-
ing the
Plaintiff's
Close, &c.

J. A. queritur de **T. S.** de placito transgr', &c. Eo quod cum predict' **T. S.** Die Anno, &c. quoddam clausum ipsius **J. A.** voc', &c. apud, &c. in Com, &c. fregit & intravit & herbam ipsius **J. A.** adtunc & ibidem crescentem valorem 10 s. cum quibusdam abetiis videlicet vaccis bobus iuvenc' equis porcis & bidentibus depast' fuit conculeavit consumpsit & spoliavit transgressionem predictam a predicto Die Anno, &c. predicta' durante termino unius mensis integr' tunc prox' sequent' diversis diebus & vicibus continuand' ac alia enormia ei intulit ad grave damnum ipsius **J. A.** Unde dic' quod deteriorat' est & damnum habet ad valenc' 36 s. Et inde producat' sextam, &c.

J. R. queritur versus **C. B.** viz. in placito quare **Vi & Armis** claus' ipsius **J. R.** apud, **Ec.** fregit **& herbam** suam ad valenc' 20 s. **& 6 d.** ibidem nuper crescent' pedibus suis ambuland' concule' **& con-** For entering the Plain-
riff's Close,
and tread-
ing the
Grass.
sumpsit **& alia enormia** et intulit ad grave dampnum ipsius **J. R.** **& contra pacem** Domine Regine nunc, **Ec.** Et unde idem **J. R.** dicit quod cum p'dict' **C. B.** die Anno, **Ec.** **Vi & Armis** claus' ipsius **J. R.** apud, **Ec.** fregit **& herbam** suam ad valenc', **Ec.** ibid' nuper crescent' pedibus suis ambuland' concalcabit **& consumpsit** **& alia enormia**, **Ec.** ad grave dampnum, **Ec.** **& contra pacem**, **Ec.** Unde dicit quod deterioratus est **& dampnum** habet ad valenc', **Ec.**

Et predictus **C.** in propria Persona sua Bar:
venit **& defendit** Vin' **& Injur** quando, **Ec.** **& dicit** quod ipse in nulla est inde Culp' de Transgre' predicta' prout predicta' **J.** superius versus eum querit' Et de hoc ponit se super Patriam Et predicta' querens similiter, **Ec.**

H. S. queritur de **M. P.** de Placito For a Dog
biting a
-Mare so
that she
died.
Transgre' eo quod cum predicta' **M. P.** die Anno, **Ec.** apud, **Ec.** unam Equam ipsius **H. S.** p'ces, **Ec.** adtunc **& ibi-**
dem invenit verberavit vulneravit **& fugavit** ac cum quodam Cane momordit ita quod rati'one predicta' Verberationis Fugationis Vulnerationis Morsus ejusd' Equae adtunc **& ibidem** interit pre-
dicta'

dic' Equa & al' Enozmia ei intulit ad
grave damm, &c.

For pastu-
ring of
Sheep in a
rotten Pa-
sture,
whereof
they died.

M. B. queritur de D. C. de Placito
Transgr', &c. quod, &c. Claus' ipsius
M. B. apud, &c. fregit & vigne Oves ip-
sius M. B. p'ec, &c. ibid' nuper invent'
cepit & effugabit eos in quens' insalubrit'
Pastur' intra Vill' p'edia & ex Malitia
sua eosd' Oves tamdiu detinuit super
Pastur' p'edia' quod illi Oves Insalus-
bitate illius Pastur' putrid' & insalu-
bres existent' interierunt & al' Enozmia,
&c.

For dig-
ging and
ploughing
the Plan-
tiff's
Ground,
and taking
away his
Corn.

T. S. queritur de G. G. de Placito
Transgr', &c. quod p'edia' G. G. Die,
Anno, &c. Claus' ipsius T. S. existed
un' Mer' Terr' arabit' jacent' in, &c. fre-
git & intrabit & solum ejusdem Claus'
Aratro suo effodit & proscidit, & postea
scilicet Die Anno, &c. p'dia' apud, &c. p'd'
& infra Jurisdictionem p'edia' quod p'ed-
ia' G. G. Clausum p'edia' ipsius T. S.
fregit & intrabit & Garbas suas scilicet
duas Carexatas Abenarum ipsius
T. S. ibidem nuper defalcac' ad Valenc'
25 s. cepit & asportabit & al' Enozmia
ei intulit, &c.

Trespass
and As-
sault.

J. H. queritur de J. S. de Placito
Transgr', &c. insul', &c. eo quod p'ediacus
J. S. Die Anno, &c. apud &c. insul'
& Affraiam fecit in ipsum eundem J. H.
& ipsum adtunc & ibid' verberavit & male-
tractavit

fractabit ita quod de Vita eius despera-
batur & al' Enormia ei intulit ad grave
damnum ipsius J. B. &c. unde dic' quod de-
teriorat est, &c. 30 s. Et inde producat Rec-
tam, &c.



PLEADINGS.

Et p'dia' A. B. veni & defendi Injur' Nil debet.
quando, &c. & dic' quod p'dia' J. C.
Actionem suam p'dia' versus eum habere
non debet, quia dicit quod ipse idem A. B.
non debet prefata J. C. p'dia' 20 s. nec
aliquem denari inde, prout p'dia' J. C.
superius versus p'dia' A. B. narrabit Et
de hoc ponit se super Patriam, &c.

Et p'dia' R. S. veni & defendi Dim' & Nildetinet.
Injur' quando, &c. & dic' quod ipse Ca-
talla p'dia' prefat' R. L. non detinet neq;
aliquam Parcell' in modo prout p'dia'
R. L. superius versus eum narrabit Et
de hoc ponit se super Patriam, &c.

Et p'dia' G. W. veni & defendi Injur' Non culp'.
quando, &c. & dic' quod ipse in nullo est
culpabilis de Transgre' p'dia' prout p'dia'
J. C. superius versus eum narrabit Et
de hoc ponit se super Patriam, &c.

Et,

Non est factum.

Et sic quando, &c. Et sic quod ipse de Verbo p[ro]p[ri]a Virtute Scripti p[re]d[ic]ta onerari non debet, quia dicit quod Scripti p[ro]p[ri]a non est factum suum Et de hoc p[ro]p[ri]a se super Patriam, & p[re]d[ic]ta A. similiter, &c.

Non cepit.

Et p[ro]p[ri]a B. per S. H. Attor[um] suum Veni & defendi Dimi & Injur quando, &c. Et dicit quod ipse non cepit Verba p[ro]p[ri]a p[ro]ut p[ro]p[ri]a A. superius versus eum querit Et de hoc p[ro]p[ri]a se super Patriam & p[ro]p[ri]a A. similiter, &c.

Non assumpsit.

Et p[ro]p[ri]a B. per S. H. defendi Injur quando, &c. Et dicit quod ipse non assumpsit super se Verbo & Forma p[ro]ut p[re]d[ic]ta C. R. versus eum narrabit Et de hoc p[ro]p[ri]a se super Patriam, &c.

Est per Acquittance.

Quando, &c. Actionem suam habere non debet, &c. quia dicit quod post Confessionem Scripti p[re]d[ic]ta scilicet (Die Anno, &c.) Querens per quandam Willam suam acquietant quam dicit Defendens Sigilla Querentis signat hic in Curia p[ro]fertur iudicium dat est eisdem Die & Anno acquietabit & exonerabit ipsum eundem Defendentem per Pontem, &c. de omnibus Actionibus Placitis Demandis Debitis Computis & Litibus a Principio Mundi usque Diem Dat[um] ejusdem Ville Et hoc, &c. & Iudicium, &c.

Querens

Querens dic quod precludi non debet, Replicatio.
 Et quia dic predicta Villa Acquietanc
 non est factum suum Et hoc pet, Et.

Et predicta J. S. veni & defendi Solvit and Release.
 Injur quando, Et & dic quod predicta
 J. W. Actionem suam predicta versus pre-
 fat J. S. habere non debet quia dic quod
 predicta J. W. post Confectionem ejusdem
 Wille, & Inceptionem hujus Sette, videli-
 cet Die Anno, Et. apud, Et. per quod
 Scriptum suum, Et. cognovit & confessus est
 se fore plenarie satisfactum & contentum de pre-
 dicta Summa, Et. in Villa predicta men-
 tionari, & inde acquietabit & relaxabit
 eundem J. S. de & ab omnibus Actio-
 nibus quas predicta J. W. versus eundem
 S. Ratione Confectionis Wille predicta ha-
 bere potuit, & hoc parat est verificare,
 unde pet Judic & predicta J. W. Actionem
 suam predicta versus eum habere debet, Et.

Et, Et. quando, Et. & dic quod predicta Solvit to Part and Tender to other Part.
 J. G. Actionem suam predicta versus eum
 habere seu manutenere non debet, quia
 quoad 10 s. Parcet, Et. idem J. dic quod
 prefat J. A. Die Anno, Et. ante In-
 ceptionem hujus Actionis bene & fideliter sol-
 vit eidem J. G. 10 s. Parcet supramen-
 tionat debuit in Narratione predicta spe-
 cificat videlicet apud, Et. predicta & in-
 fra Jurisdictionem hujus Cur Et quoad
 quodque Solidi & sex Denarii resti Debiti
 in Narratione predicta specificat idem
 J. A. ulterius dic quod ipse postea scilicet
 Die

Die Anno, &c. p̄dicta' ante Inceptum huius Actionis apud, &c. p̄dicta' obtulit eid J. G. p̄dicta' quinque Solidi & sex Denar' quos quidem quinque Solidi & sex Denar' idem J. G. ad tunc & ibidem acceptare recusavit Et hoc p̄fat' J. A. parat' est verificare, & pet' Indic' Cur' & p̄dicta' J. G. Actionem suam p̄dicta' versus eum habere debeat, &c.

Replicati-
on.

Et p̄dicta' J. G. quoad Placitum p̄fat' J. A. quoad p̄dicta' 20 s. Parcel Debiti p̄dicta' die quod ipse per aliqua p̄eallegat' ab Actione sua p̄dicta' versus eum habendū p̄cludi non debet, quia die quod p̄dicta' J. A. non solvit p̄dicta' 20 s. eidem J. G. prout p̄dicta' J. A. superius allegavit. Et hoc pet' quod inquiretur per Patriam, & p̄dicta' J. A. similiter, &c.

Demur to
the other
Plea.

Et quoad p̄dicta' placit' ejusd J. A. quoad p̄dicta' quinque Solidi & sex Denar' Restū Debiti p̄dicti p̄dicti J. G. die quod p̄dicta' Placitū ejusdem J. A. Modo & Forma p̄dicti placitat' & Mater' in eod content' non est sufficiens in Lege ab Actione sua p̄dicta' versus eundem J. A. habendū p̄cludendū Et quod Placitū p̄dicta' Modo & Forma p̄dicta' placitat' necesse non habet neq; tenetur per Legem respondere Unde pro Defectu sufficiend Responsionis in hac Parte p̄dicta' J. G. per Judicium & p̄dicta' 5 s. 6 d. Restū Debiti sui p̄dicta' una cum Damnis suis occasione Detentionis Debiti illius sibi adjudicari, &c.

Et

Et p̄dicta' C. H. veni & defendi Injur' Ne Un-
quando, &c. & dic' quod p̄dicta' C. C. Ac- quies Exo-
tionem suam p̄dicta' versus eum habere cutor,
non debet, quia dic' quod ipse nunquam
fuit Executor Testamenti & ultime Vo-
luntat' p̄dicta' R. H. nec aliqua Bona
feu Catalla que fuer' ejusdem R. H. Tem-
pore Mortis sue ut Executor Testamenti
& ultime Voluntat' p̄dicta' R. H. post
Mortem ipsius R. H. unquam admini-
stravit Et hoc p̄fatur' C. H. parat' est
verificare, unde pet' Judic' a p̄dicta' C.
C. Actionem suam p̄dicta' versus eum
habere sive manutenere debeat, &c.

Et p̄dicta' M. A. veni & defendi Dim Plene Ad-
& Injur' quando, &c. & dic' quod p̄dicta' ministra-
M. B. Actionem suam p̄dicta' versus eum vit.
habere non debet, quia dic' quod ipse
plene administravit omnia Bona & Catal-
la que fuer' p̄dicta' C. A. Tempore Mortis
sue, & quod ipse nulla habet Bona & Ca-
talla que fuer' p̄dicta' C. A. Tempore
Mortis sue in Manibus suis admini-
strand' nec habuit Tempore Intrationis
hujus Loquel' ipsius M. B. nec unquam
postea Et hoc parat' est verificare, unde
pet' Judicium a p̄dicta' M. B. Actionem
suam p̄dicta' versus eum habere debeat,
&c.

Et p̄dicta' M. B. dic' quod ipse per Replicatē
aliqua p̄callegat' ab Actione sua p̄dicta' on.
habend' p̄cludi non debet, quia dic' qd
p̄fatur' M. A. Die Intrationis hujus
Loquel' scilicet Die Anno, &c. apud, &c.
p̄dicta'.

Whether Sheep) ad valenc 10s. &c. De
bonis & catall ipsius H. A. in narra-
tione p̄dia' mentionat' adtunc & ibidem
invenit' felonice furavit cepit & asportavit
contra pacem Dom̄ Reḡ nunc, &c. p̄tex-
tu cujus p̄dictus F. G. postea scilicet
Die Anno, &c. apud, &c. Scandalosa
verba p̄tens in narratione p̄dia' men-
tionat' dixit affirmavit & declaravit ei-
dem L. G. videlicet, Thou (p̄fati L.
G. innuens) art a Thief, and stole H. A.'s
Sheep. Et hoc parat' est verificare An-
de pet' Judic' & p̄dia' L. G. Actione
p̄dia' inde versus eum habere debeat,
&c.

De Son Al-
fauit De-
mesn.

Et, &c. quando, &c. Et quoad transgre-
& insult' p̄dia' superius fieri supposit'
idem J. R. dic' quod p̄dia' R. W.
Actione suam p̄dia' versus eum habere
non debet quia dic' qđ p̄dia' R. W.
Die Anno, &c. p̄dia' in ipsum J. R.
apud, &c. insult' fec' & ipsum verberasse
vulnerasse & maletractasse voluit per qđ
idem J. R. seipsum erga p̄fati R. W.
adtunc & ibidem defendebat & dic' qđ
damm' & malum & qđ eidem R. W. ad-
tunc & ibidem evenit hoc fuit de insult'
ipsius R. W. p̄pō? & in defensione ipsi-
us J. R. Et hoc parat' est verificare
Unde pet' Judic' & p̄dia' R. W. actione
suam p̄dia' versus eum habere debeat,
&c.

Replicati-
on.

Et p̄dia' R. W. dic' quod ipse per
'aliqua p̄allegat' ab Actione sua p̄-
dia'

dia' habendū p̄cludi non debet quia dic
quod p̄dia' J. R. Die Anno, &c. su-
p̄dia' apud, &c. in narratione sua p̄-
dia' superius specificat' Di & Armis, &c.
de injur' sua p̄op̄ & absq; causa p̄ p̄-
fat' R. W. superius allegat' in ipsum R.
W. insult' fec' & ipsum verberabit vulne-
rabit & malectrabit ita qđ de vita
ejus desperabatur contra pacem Domi-
ne Regine nunc Et hoc pet' qđ inqui-
ratur per Patriam & p̄dia' J. R. simi-
liter Ideo, &c.

Et p̄dia' A. per S. D. Attozū suum
ven' & pet' Judic' de brevi de Justic' Abatement
per Misjo-
mer.
p̄dia' quia dic' qđ nomen baptisū e-
jusdem Agnet' in brevi p̄dia' nominat'
est Anna & non Agnet' p̄out p̄dia' B.
superius narrabit Et hoc parat' est veri-
ficare unde pet' Judicium de p̄dia'
brevi de Justic' Et qđ p̄dia' breve de
Justic' quassetur.

Et p̄dia' A. per J. R. Attozū suum
ven' & pet' Judicium de brevi de Justic' Abatement
pur Vari-
ance Enter
Brief and
Count.
p̄dia' quia dic' qđ ipse est eadem per-
sona versus quem p̄dia' B. p̄tulit
breve suum p̄dia' per nomen B. D.
alias E. & per idem nomen B. D. alias
E. die impetrationis brevis de Justic'
ipsius B. & semper postea hucusq; cognit'
& vocat' fuit & per idem nomen B. D.
alias E. versus eund' A. in narratione
sua p̄dia' nunc declarabit absq; hoc qđ
idem B. nominatur sive vocat' J. alias
H. vel per idem nomen B. D. alias E.
U
ullo

Whether Sheep) ad valenc 10s. Et. de bonis & catall ipsius D. M. in narratione p̄dicta' mentionat' adtunc & ibidem inuent' felonice furabit cepit & asportabit contra pacem Dom̄ Reḡ nunc, &c. p̄ter tu cuius p̄dictus J. G. postea scilicet Die Anno, &c. apud, &c. Scandalosa verba p̄tens in narratione p̄dicta' mentionat' dixit affirmabit & declarabit eidem L. G. videlicet, Thou (p̄fari L. G. innuens) art a Thief, and stole H. A.'s Sheep. Et hoc parat' est verificare Unde per' Iudic' & p̄dicta' L. G. Actione p̄dicta' inde versus eum habere debeat, &c.

De Son Al-
sault De-
facto.

Et, &c. quando, &c. Et quoad transgre-
& insult' p̄dicta' superius fieri supposit'
idem J. R. dic' quod p̄dicta' R. W.
Actione suam p̄dicta' versus eum habere
non debet quia dic' qđ p̄dicta' R. W.
Die Anno, &c. p̄dicta' in ipsum J. R.
apud, &c. insult' fec' & ipsum verberasse
vulnerasse & maletractasse voluit per qđ
idem J. R. seipsum erga p̄fari' R. W.
adtunc & ibidem defendebat & dic' qđ
damm' & malum & qđ eidem R. W. ad-
tunc & ibidem evenit hoc fuit de insult'
ipsius R. W. p̄p̄? & in defensione ipsi-
us J. R. Et hoc parat' est verificare
Unde per' Iudic' & p̄dicta' R. W. actione
suam p̄dicta' versus eum habere debeat,
&c.

Replicati-
on.

Et p̄dicta' R. W. dic' quod ipse per
aliqua p̄allegat' ab Actione sua p̄-
dicta'

dia' habenti precludi non debet quia die quod predicta' J. R. Die Anno, &c. supradia' apud, &c. in narratione sua predicta' superius specificat' Di & Armis, &c. de injur' sua prop' & absq' causa p' prefat' R. W. superius allegat' in ipsum R. W. insult' fec' & ipsum verberabit vulnerabit & maletractabit ita qd' de vita ejus desperabatur contra pacem Domine Regine nunc Et hoc pet' qd' inquiratur per Patriam & predicta' J. R. similiter Ideo, &c.

Et predicta' A. per S. D. Attoꝝ suum ben' & pet' Judic' de brevi de Justic' predicta' quia die qd' nomen baptismi ejusdem Agnet' in brevi predicta' nominat' est Anna & non Agnet' prout predicta' B. superius narrabit Et hoc parat' est verificare unde pet' Judicium de predicta' brevi de Justic' Et qd' predicta' breve de Justic' quassetur.

Abatement
per Misad-
mer.

Et predicta' A. per J. R. Attoꝝ suum ben' & pet' Judicium de brevi de Justic' predicta' quia die qd' ipse est eadem persona versus quem predicta' B. protulit breve suum predicta' per nomen B. D. alias E. & per idem nomen B. D. alias E. die impetrationis brevis de Justic' ipsius B. & semper postea hucusq' cognit' & vocat' fuit & per idem nomen B. D. alias E. versus eund' A. in narratione sua predicta' nunc declarabit absq' hoc qd' idem B. nominatur sive vocat' J. alias H. vel per idem nomen B. D. alias E.

Abatement
pur Vari-
ance Enter
Brief and
Count.

U

ulla

nlla tempore cognit vel vacat' Et hoc parat' est verificare Unde per' Iudici- um de hzebi de Justic pzedia', &c.

Judgment
Arrest.

Et pzedia' R. M. dic' quod veredia' p- dia' versus eum reddit' ex parte pzedat' M. S. existere vel prosequi non debet quia dic' qd narratio pzedia' & materia in ea content' insufficiens est in lege ad Actionem pzedia' versus eum dand' sive manutene' Unde per' Iudiciu' & quod lo- quela & veredia' quassat' sint & pro nullo habeantur & qd pzedia' querens nihil recipiat p loquel suam & veredia' supra- dia', &c.

Demurrer
ad Narr'.

Et pzedia' B. p C. D. Attoznd suum veni' & defendi vim & injur' quando, &c. Et dic' qd Narratio ipsius B. & mater in ea content' minus sufficien' in lege existunt p pzedia' P. Actionem suam p- dia' habend' versus eum matunere Et qd eidem Narrationi modo & forma pze- dia' fac' idem B. necesse non habet ne- que p legem terre tenetur respondere Et p causis mot' in lege in hac parte p- dia' B. secund' formam Statut' in hac parte prius ostendit Cur' hic causas se- quen' videlicet qd Narratio in se continet duplicem & insufficien' materiam & forma caret Et hoc parat' est verificare Un- de p defeau Narrationis sufficien' in hac parte idem B. per' Iudic Et qd pedia' B. ab Actione sua versus eum habend' pprecludatur, &c.

Et

Et p̄dicta' P. dic' quod ipse superius Joinder in Demurrer.
 narrand' in Narratione sua p̄dicta' allegavit materiam in lege sufficiens Actionem suam p̄dicta' habend' versus eund' B. manutenere Et hoc parat' est verificare quam materiam p̄dicta' B. non dedit, nec ei aliquid respondit sed omnino recusat verificationem illam admittere unde pet' Judicium & debit' suum p̄dicta' una cum damnis occasione detentionis debiti illius sibi adjudicari.

Et p̄dicta' A. & B. p. P. S. Attoꝝ Bar for Default of the Plaintiff's Fences.
 suu' ven' & defendi Vim & Injuriam quando, &c. Et quoad fractionem Clausi p̄dicta' & depast' conculationem & consumptionem herb' p̄dicta' iidem A. & B. dicunt quoad p̄dicta' D. Actionem suam p̄dicta' versus eos here non debet quia dicunt qd' iidem A. & B. tempore Transgr' p̄dicta' fieri supposit' fuer' & adhuc existunt seisi' de quodam Clo pastur' p̄xor' jacent' eidem Clo ipsius D. in quo, &c. in, &c. p̄dicta' in Dñico suo ut de Feodo inter que quidam Cla quedam est sepes sepan' quemq' ab al' p̄dicta' Clausis quam quidam sepe p̄dicta' D. & omnes illi quoz' Statu ipse idem tunc fuit in Clo p̄dicta' a tempore cujus, &c. facere & reparare & manutenere us' fuer' & dicunt quod sepes illa p' defectu reparacion' & manutencon' ejusdem fuit tempore Transgr' p̄dicta' fieri supposit' rupt' & prostrat' & quod averia p̄dicta' A. & B. in eoz' Clausis p̄dicta' ad depast' centi

centi positi in p̄dia Claus ipsius D. p̄rupt & decass' ejusdm̄ lepis contra volunt' eorūdm̄ A. & B. intraver' & herb' p̄dia' depasti fuer' conculcaver' & consumpser' & iidm̄ A. & B. Averia sua p̄dia' recter p̄sequen' in eundm̄ Claus ipsius D. p̄rupt' & decass' p̄dia' ad averia sua in eundm̄ Claus ipsorūdm̄ A. & B. refusand' intraver' ac in Clausis illis celesriter fugaver' p̄out eis bene licuit quod est eadem Trāsg' & fractio Clausi & eadē depast' conculcatio & consumptio herbe p̄dia' Unde p̄dia' D. supius vers' eos queritur Et hoc parat' sunt verificare, &c.

Replicatio
ad Placitu'.

Et p̄dia' D. dicit quod ipse p̄ aliqua supius p̄ p̄dia' A. & B. allegat' ab Actione sua p̄dia' vers' eorūdm̄ A. & B. habend' p̄cludi non debet quia dicit qd' p̄dia' A. & B. de injuria sua p̄pria Cum p̄dia' vocat' D. in quo, &c. freger' & herbam p̄dia' cum averiis p̄dia' depasti fuer' conculcaver' & consumpser' p̄ut idm̄ D. superius vers' eos inde queritur absque hoc quod ipse idm̄ D. & omnes illi quorūdm̄ Statu' ipse p̄dia' D. tunc fuit in Clo p̄dict' a tempore cujus, &c. septem p̄dict' facere reparare & manutenere us' fuer' p̄ut p̄dict' A. & B. supius p̄firando allegaver' Et hoc paratus est verificare unde petit Judicium & Damna sua occasione Trāsg' p̄dict' sibi adjudicari, &c.

Rejoinder
adinde.

Et p̄dia' A. & B. ut prius dicunt quod p̄dia' D. & omnes illi quorum Statum ipse p̄dia' D. tunc fuit in Clo

¶ Cto p̄dia' a tempore cuius, &c. Sepem
 p̄dia' facere reparare & manutenere us̄
 fuer' put ipsi superius placitando allega-
 ber' & de hoc ponunt se super Patriam ^{Issue.}
 Et p̄dia' D. similiter Ideo, &c.

¶ Quando, &c. & quoad totū Trāsgre' p̄ze- ^{Bar' in}
 dia' p̄ter conculcatōem & consumptōem herbe ^{Tranfg' claiming a}
 & graminis p̄dia' pedibus ambulando ^{Way over}
 dicit qđ ipse in nullo est inde culpabilis ^{the Lands.}
 & de hoc ponit se super P̄ria Et p̄dia'
 B. similiter Et quoad conculcatōem &
 consumptōem herbe & graminis p̄dia' pedi-
 bus ambulando idm̄ A. dicit qđ p̄dia' A.
 actōnem suā p̄dia' inde vers̄ eid̄ here non
 debet quia dicit qđ ipse p̄dia' A. diu
 ante p̄dia' tempus quo supponitur
 Trāsgre' p̄dia' fieri pōssionat' fuisset & ad-
 huc pōssionat' existit de & in una Cto vo-
 cat' . . . cū p̄tin̄ quodq; idm̄ A. & hēs alii
 pōssiores & occupatores Cti illius vocat' . . .
 cū p̄tin̄ p tempore existēd a tempore cu-
 jus, &c. habere us̄ fuer' & consuever' p se
 & serbientibus suis quanda' Viā pedestr'
 ducēd a Villa de . . . p̄dia' in per & trans
 quoddam Clum vocat' . . . apud . . . ac in-
 fra Iurisdictōem p̄dia' & abinde in per &
 trans quoddam al' Clum vocat' . . . &c. &
 sic retrogr̄d a p̄dia' Cto vocat' . . . in per
 & trans p̄dia' Clum vocat' . . . & abinde
 in per & trans p̄dia' Clum vocat' . . . per
 eandē Viā usq; ad p̄dia' Vill de . . . ad
 eundē & redeund in Viā p̄dia' omni tempore
 anni ad libitum suū tanquā ad p̄dia'
 Claus' voc' . . . cum p̄tin̄ spectad p̄tin̄
 per qđ p̄dia' A. p̄dia' tempore quo, &c. a
 p̄dia'

ipse idem A. R. adtunc & ibidem morantizabit eundem Spadonem esse incolu-
mem & sanum, ac nulla Morbo vel In-
fermitate teneri: Et p̄dictus W. M. in
fac die quod p̄dict' Spado tunc adeo in-
fec' fuit cum quodam Morbo pestifero bo-
rato, &c. & diversis aliis Morbis & Infe-
mitatibus, quodq; p̄dictus Spado par-
vum valebat ad damnd ipsius W. M. 39 s.
Et inde pduc Sextam, &c.

For a Horse
lent, pro-
mising to
deliver
him.

J. R. queritur de J. A. de Placito
Transgr' super Casum, &c. quare cum
dictus J. A. die & anno, &c. apud, &c. in
Consideratione qđ p̄dictus J. R. adtunc
& ibidem ad Instantiam & Requisitionē
ejusdem J. A. mutuo dedisset & delibe-
rasset eidem J. A. unum Badium Equu-
lum, [Anglice one Bay Nag] P̄ec s l. re-
deliberand eidem J. R. cum inde postea
requisit' fuisset p̄fat' J. A. super se as-
sumpsit & eidem J. R. adtunc & ibid
fidelit' promissit quod ipse idem J. A.
eundem Equulum eidem J. R. cum inde
postea requisit' fuisset fidelit' redderet &
delibaret, ac etiam, 12 d. p̄ qualibet die
quo p̄fat' J. A. laboraret & equitaret
eundem Equulum eidem J. R. cum inde
postea requisit' fuisset bene & fidelit' sol-
vere & contentare veller. Et p̄fat' J. R.
in facto die quod idem J. A. per trigint'
dies eundem Equulum laboravit & equi-
tabit; videlicet apud, &c. p̄dictus tamen
J. A. Promissionem & Assumptionem suas
p̄dictas minime curans, sed callide & sub-
dole intendens eundem J. R. in Pre-
mims

minis decipere & defraudare, scilicet Die Anno, &c. p̄dict' ac etiam diversis diebus & temporibus postea & ante Inceptionem hujus fette apud, &c. ad deliberand' eundem Equulum eidem J. R. sepius requisit' fuit, 'sed p̄dictum Equulum red- dere sive deliberare omnino recusabit & adhuc retusat, necnon 30 s. p̄po Labore & Mercede ejusdem Equuli p̄o trigint' die- bus p̄dictis eidem J. R. non solvit, sed ill' ei solvere. Similiter recusabit & ad- huc retusat ad grave dampnum ipsius R. &c.

G. B. queritur de P. M. de Placito Against a Carrier, for Loss of Goods de- liver'd to him.
 Transgr' super Casum, p̄ eo qđ cum p̄fat' P. M. (tali die & anno) & diu antea & semper postea hucusq; fuit, & adhuc ex- istit communis Gestator, [Anglite a Com- mon Carrier] a Civitat', &c. in Comd' p̄dict' ad Wilt de, &c. in dias Comd' & a p̄dict' Wilt de, &c. Et idem P. M. eodem die & anno & diu antea, & continuo postea hucusq; usitat' & assuet' fuit per se & Servi- entes suos super Equos ipsius P. M. Bona & Catalla p̄o rationabil' & legal' Stipendi' & Salar' aliquibus Personis in ea Parte inde solvend' carriare ultro ei- troq; inter p̄dicta Wilt de, &c. & &c. juxta usual' Agreement' & Solutiō in ea Por- te faciend' & habend'. Cumq; etiam se- cundū Leges & Consuetud' hujus Regni, omnes Gestatores qui Bona & Catalla de aliquibus Person' recipiunt sic gestit- tant' p̄o rationabil' & legal' Stipendi' sive Salar' inde dandi & solvend' obligat' sunt

T

ad

ad conservandū & gestitandū eadem Bona & Catalla consimilium Personarum sic recept' sine eorum Spoliatione, Detentione vel Perditione, ita quod pro vel per defect' consimilis commun' Gestatoris nullum damm ullo modo contingeret talibus Personis per Gestationem inde cumq' pdia' P. M. pdia' (tali die & anno) a. pud, &c. predictam ac infra Jur' pdia' super se suscepisset caritari unū Riscum [Anglice a Trunk] firmat' ferat' cum diversis Denariis Sum de Bonis & Catallis pred' G. B. ad Valenc', &c. in eodem Risco tunc existent' tuto & sedulo a predia' Will, &c. ad dictam Willam, &c. & p' cert' & usual' Stipendi' Salar' & Rat' pro Gestatione ejusdem Risci Denar' Bonorum & Catallorum predictorum p' prefat' G. pfat' P. M. postea soluenti. Et post P. M. postea scilicet tali die & anno pdia' apud, &c. pdia' de ipso pfat' G. B. Riscum pdia' recepit cum denar' Bonis & Catallis pdia' in eod' Risco ut pdia' est ferat' in forma pdia' gestitand' predict' P. M. Riscum pdia' cum denar' Bonis & Catall' pdia' de pfat' G. B. postea, scilicet tali die & anno, tam negligenter & improvide conservabat & carriabit qd diversa denar' sum Bona & Catall' ipsius G. B. in eod' Risco ut predictatur ferat' scilicet 15 s. in denar' numerat' unū Mar', &c. ad Valenc', &c. per remissionem Custodiam ipsius P. M. ad tunc & ibidem amissa fuer'. Et quod ipse prefat' G. B. eodem denar' Bona & Catall' ult' mentionat' a Tempore illa usq' diem, &c.

scilicet

scilicet tali die & anno, non recepit nec habuit, licet p̄dictus B. B. per eund' G. B. postea, scilicet tali die & anno, sepius requisit' fuisset Denar' Bona & Catalla p̄dicta eidem G. B. deliberare, unde idem G. B. dic' qd' damnum habet, &c.

C. R. queritur de G. S. de placito, &c. Slander for
 eo quod cum p̄dictus C. R. bonus verus calling the
 fidelis & honest' subdit' & ligeus Dom' Plaintiff
 Reg' nunc sit, & tanquam bonus servus Thief, &c.
 & fidelis ligeus dic' Dom' Reg' & proge-
 nitorum suorum nuper Regum Anglie a
 tempore Statutatis sue hucusq; se gesse-
 rit habuerit & gubernabit bonorum no-
 minis fame conditionis conversationis
 & reputationis tam apud venerabiles
 personas quam alios fideles subdit' dic'
 Dom' Reg' progenitor' suorum quibus idem
 C. R. not' fuerat ac cum quibus idem
 C. R. quoquomodo consortium habuerat
 per totum tempus p̄dict' habit' not' dic-
 tus & reputat' fuerat absq; aliqua ma-
 cula furti felonie latrocinii aut ali-
 cujus alius falsit' seu criminis nocivi
 sine suspitione inde hucusq; illeclus & in-
 tact' semper vixit & remansit p̄dictus ta-
 men G. S. p̄missorum non ignarus sed
 machinans & malitiose intendens eun-
 dem C. R. non solum in bonis nomine
 fama opinione credentia estimatione &
 reputatione suis ledere detrahere pejo-
 rare & penitus destruere verum etiam
 eundem C. R. in perturbatione veratio-
 nem & infamiam ac bonorum & catal-
 lorum

lozorum suorum forisfactur' inducere Die Anno Roco, &c. in Com' p'dicto ac infr' Jur' hujus Cur' hec falsa malitiosa & scandalosa verba eidem C. R. de eod' C. R. in present' & audit' quamplurimorum fidel' subditoꝝ dic' Dom' Reg' nunc palam & publice, falso & malitiose dixit retulit p'opulavit & publicavit in his verbis sequent', Thou (p'dia' C. R. innuend') art a Thief, and I (p'dia' C. R. innuend') will prove thee a Thief, and a Horse-stealing Thief from thy Cradle. Quorum quidem falsoꝝum & scandalosoꝝum Anglicanoꝝum verboꝝum dictionis & p'opulationis p'extu' idem C. R. non solum in bonis nomine fama credent' estimatione & reputatione suis p'dictis multipliciter lesus & deteriorat' existit verum etiam in magnam infamiam & publicum opprobrium illapsus est, ita qd' diversis person' honest' & fidel' subdit' dic' Dom' Reg' nunc qui ante illud tempus consortium habere cum eod' C. R. usitat' fuer' & ipsum multopere estimarunt seipsos a consortio & societate ejusdem C. R. retrahunt & intromittere & commercium habere cum eod' C. R. penitus recusant ad grave damnum ipsius C. R. 39 s. Et inde producat' Sextam, &c.

Trover and
Conver-
sion.

J. B. virtute brevis, &c. querit' de J. C. de placito transgr' super Casum' Eo quod cum p'dia' J. B. Die Anno, &c. apud, &c. possess. fuisset de un' ressa Equa (Anglice, one Grey Mare) p'ec', &c. ut de bonis & catat' suis p'opriis, & sic inde possessionat' p'dia' J. B. Die Anno, &c. p'dia'

pdia' Equam extra manū & possessionē suas casualiter pdidit & amisit, que quidē Equa postea scilicet Die Anno, &c. apud, &c. ad manū & possessionē ipsius J. C. devenit. Predia' tamen J. C. rett' sciend equam pdia' fore equam ipsius J. B. ad ipsum de jure spectare & machinans eundem J. B. de pdia' Equa decipere licet sepius requisit', &c. pdia' Equam eidem J. B. non deliberabit sed pstat' J. C. postea scilicet Die Anno & Loco, &c. eandē equam in usum & commodū suum pprium disposuit & convertit ad grave damū ipsius J. B. unde dic' quod deteriorat' est & damū habet ad valenc', &c. Et inde producat' sextam.

C. D. per C. B. Attorū suum queritur Detinens.
de R. M. de placito quod reddat ei bona & catalla ad valenc' 38 s. &c. que ei injuste detinet, &c. pro eo quod cum pdia' C. D. Die Anno, &c. apud, &c. deliberabit eid' R. M. unū, &c. precii 20 s. unū, &c. precii 10 s. & unū, &c. ad valenc' 8 s. pro eodem C. salvo custodiendū & eidem C. D. cum ipse idem R. M. inde requisit' fuisset deliberandū pdia' tamen R. M. licet sepius inde requisit' bona & catalla predia' eidem C. D. nondū redeliberaverit sed illa ei hucusq' redeliberare contradixit, & adhuc contradicit & injuste detinet. Unde pdia' C. D. dic' quod deteriorat' est & damū habet ad valenc' 20 s. Et inde producat' sextam, &c.

Trespass for
breaking
the Plain-
riff's Stall
in the Mar-
ket, and
assaulting
him.

A. Q. queritur de W. C. de placito
transgr' Eo quod predicta W. C. Die,
Anno, &c. apud, &c. in Com predicta &
infra Jurisdictionem hujus Cur' super ip-
sum A. Q. intulit fecit repostorium (An-
glice a Stall) ibidem in Mercato posuit &
erexit fregit & intravit & mercedem sua
videlicet Alutam (Anglice dress'd Leather)
ad valenc, &c. Super repostorio suo pre-
dicto imposuit disposuit prostravit & spo-
liavit & al' enormia ei intulit ad grave
damnum ipsius A. Q. Unde dicitur quod de-
terioratus est & damnum habet ad valenc, &c.
Et inde producat sententiam, &c.

For break-
ing the
Plaintiff's
Close, &c.

J. A. queritur de T. S. de placito
transgr, &c. Eo quod cum predicta T. S.
Die Anno, &c. quoddam clausum ipsius
J. A. voc, &c. apud, &c. in Com, &c.
fregit & intravit & herbam ipsius J. A.
ad tunc & ibidem crescentem valorem 10 s. cum
quibusdam abetiis videlicet vaccis bobus
jumentis equis porcis & bidentibus depast'
fuit conculeavit consumpsit & spoliavit
transgressionem predictam a predicto Die
Anno, &c. predicta durante termino unius
mensis integr' tunc prox' sequent' diversis
diebus & vicibus continuand' ac alia enor-
mia ei intulit ad grave damnum ipsius
J. A. Unde dicitur quod deterioratus est & damnum
habet ad valenc 36 s. Et inde producat
sententiam, &c.

J. R. queritur versus **T. B.** viz. in placito quare **Vi & Armis** claus' ipsius **J. R.** apud, **Ec.** fregit **&** herbam suam ad valenc' 20s, **&** 6d. ibidem nuper crescent' pedibus suis ambuland' concule' **&** consumpsit **&** alia enozmia ei intulit ad grave dampnum ipsius **J. R.** **&** contra pacem **Domine Regine** nunc, **Ec.** Et unde idem **J. R.** dicit quod cum p'dict' **T. B.** die Anno, **Ec.** **Vi & Armis** claus' ipsius **J. R.** apud, **Ec.** fregit **&** herbam suam ad valenc', **Ec.** ibid' nuper crescent' pedibus suis ambuland' conculcabit **&** consumpsit **&** alia enozmia, **Ec.** ad grave dampnum, **Ec.** **&** contra pacem, **Ec.** Unde dicit quod deterioratus est **&** dampnum habet ad valenc', **Ec.**

For entering the Plaintiff's Close, and treading the Grass.

Et predictus **T.** in propria Persona sua Bar: venit **&** defendit **Vim &** Injur' quando, **Ec.** **&** dicit quod ipse in nulla est inde Culp' de Transgre' predicta' prout predicta' **J.** superior' versus eum querit' Et de hoc ponit se super Patriam Et predicta' querens similiter, **Ec.**

H. S. queritur de **M. P.** de Placito Transgre' eo quod cum predicta' **M. P.** Die Anno, **Ec.** apud, **Ec.** unam Equam ipsius **H. S.** p'ec', **Ec.** adtunc **&** ibidem invent' verberabit vulnerabit **&** fugabit ac cum quodam Cane momordit ita quod ratione predicta' Verberationis Fugationis Vulnerationis Morsus ejusd' Equae adtunc **&** ibidem interit p'dicta'.

For a Dog biting a Mare so that she died.

dia' Equa & al' Enormia ei intulit ad
grave damm, &c.

For pastur-
ing of
Sheep in a
rotten Pa-
sture,
whereof
they died.

M. B. queritur de D. C. de Placito
Transgr', &c. quod, &c. Claus' ipsius
M. B. apud, &c. fregit & vigne Oves ip-
sius M. B. p'ec, &c. ibid' nuper invent'
cepit & effugavit eos in quens insalubz
Pastur' infra Vill' p'edicta & ex Malitia
sua eosd' Oves tamdiu detinuit super
Pastur' p'edicta' quod illi Oves Insalus-
bitate illius Pastur' putridi & insalu-
bres existent' interierunt & al' Enormia,
&c.

For dig-
ging and
ploughing
the Plan-
tiff's
Ground,
and taking
away his
Corn.

T. S. queritur de G. G. de Placito
Transgr', &c. quod p'edicta' G. G. Die,
Anno, &c. Claus' ipsius T. S. existens
un' Her' Terr' arabil' jacent' in, &c. fre-
git & intravit & solum ejusdem Clausi
Aratro suo effodit & proscidit, & postea
scilicet Die Anno, &c. p'dicta' apud, &c. p'd'
& infra Jurisdictionem p'edicta' quod p'ed-
icta' G. G. Clausum p'edicta' ipsius T. S.
fregit & intravit & Garbas suas sci-
licet duas Carectatas Abenarum ipsius
T. S. ibidem nuper defalcavit ad Valenc
25 s. cepit & asportavit & al' Enormia
ei intulit, &c.

Trespass
and Af-
fault.

J. H. queritur de J. S. de Placito
Transgr', &c. insule, &c. eo quod p'edictus
J. S. Die Anno, &c. apud &c. insule
& Affraiam fecit in ipsum eundem J. H.
& ipsum adtunc & ibid' verberavit & male-
tractavit

fractabit ita quod de Vita ejus despera-
batur & al Enormia ei intulit ad grave
damnū ipsius J. B. &c. unde dic' quod de-
teriorat est, &c. 30 s. Et inde producat Sec-
tam, &c.



PLEADINGS.

Et p'dia' A. B. veni & defendi Injur' Nil debet.
quando, &c. & dic' quod p'dia' J. C.
Actionem suam p'dia' versus eum habere
non debet, quia dicit quod ipse idem A. B.
non debet p'fatu' J. C. p'dia' 20 s. nec
aliquem veniat inde, prout p'dia' J. C.
superius versus p'dia' A. B. narrabit Et
de hoc pon' se super Patriam, &c.

Et p'dia' R. S. veni & defendi Dim' & Nil desinet.
Injur' quando, &c. & dic' quod ipse Ca-
talla p'dia' p'fatu' R. L. non desinet neq;
aliquam p'arcel' in modo prout p'dia'
R. L. superius versus eum narrabit Et
de hoc pon' se super Patriam, &c.

Et p'dia' G. W. veni & defendi Injur' Non culp'.
quando, &c. & dic' quod ipse in nullo est
culpabilis de Transgr' p'dia' prout p'dia'
J. C. superius versus eum narrabit Et
de hoc pon' se super Patriam, &c.

Et,

Non est fa-
ctum.

Et de die quando, &c. Et die quod ipse
de dicto pda' dicta' scripti pedia'
onerari non debet, quia die quod scripti
pda' non est factum suum Et de hoc pon-
te super Patriam, & pedia' A. similiter,
&c.

Non cepit.

Et pda' B. per S. H. Attorid suum
venit & defendit diu & Anjur quando, &c.
Et die quod ipse non cepit A. veria pda' pro-
ut pda' A. superius versus eum querit
Et de hoc pon- te super Patriam & pda' A.
similiter, &c.

Non as-
sumptis.

Et pda' H. B. deo & defendit Anjur
quando, &c. & die quod ipse non assump-
sit super se modo & forma prout pedia'
C. R. versus eum narrabit Et de hoc po-
nit se super Patriam, &c.

Bar per Ac-
quittance.

Quando, &c. Nacion suam habere non
debet, &c. quia die quod post Confectionem
Scripti pedia' scilicet (Die Anno, &c.)
Querens per quandam Willam suam ac-
quiescent quam die' Defendens Sigilla
Querentis agnat hic in Cur. proferat iuratus
dat est eisdem Die & Anno acquiescent
& exonerabit ipsum eundem Defendentem
per Pontem, &c. de omnibus Nacionibus
Placitis Demand Debitis Computis
& Alitibus a Principio Mundi usque
diem dat ejusdem Die Et hoc, &c. &
Iudicium, &c.

Querens

Querens dic quod precludi non debet, *Replicatio*
 Et quia dic predicta Villa Acquietanc
 non est factum suum Et hoc pet, Et.

Et predicta J. B. venit & defendit *Solvit and*
 Injur' quando, Et. & dic quod predicta *Relcase.*
 J. W. Actionem suam predicta versus pre-
 fat J. B. habere non debet quia dic quod
 predicta J. W. post Confectionem ejusdem
 Bille, & Inceptionem hujus Bette, videli-
 cet Die Anno, Et. apud, Et. per quod
 Script' suum, Et. cognovit & confessus est
 se fore plenar' satisfac' & content' de pre-
 dicta Summa, Et. in Villa predicta men-
 tionar', & inde acquietabit & relatabit
 eundem J. B. de & ab omnibus Actio-
 nibus quas predicta J. W. versus eundem
 J. B. Actione Confectionem Bille predicta ha-
 bere potuit, & hoc parat' est verificare,
 unde pet' Indic' & predicta J. W. Actionem
 suam predicta versus eum habere debet, Et.

Et, Et. quando, Et. & dic quod predicta *Solvit to*
 J. B. Actionem suam predicta versus eum *Part and*
 habere seu manutenere non debet, quia *Tender to*
 quoad 20 s. Parcet, Et. idem J. dic quod *other Part.*
 prefat J. A. Die Anno, Et. ante In-
 ceptionem hujus Actionis bene & fidelit' sol-
 vit eidem J. B. 20 s. Pact' supramen-
 tionar' debui' in Narratione predicta spe-
 cificat' videlicet apud, Et. predicta & in
 fea Jurisdictione hujus Cur' Et quoad
 quatuor Solid' & sex Denar' restu' Debiti
 in Narratione predicta specificat' idem
 J. A. ulterius dic quod ipse postea scilicet
 Die

Die Anno, &c. p̄dicta' ante Inceptum huius Actionis apud, &c. p̄dicta' obtulit eid' J. G. p̄dicta' quinque Solidi & sex Denar' quos quidem quinque Solidi & sex Denar' idem J. G. adtunc & ibidem acceptare recusavit Et hoc p̄fat' J. A. parat' est verificare, & pet' Iudic' Cur' a p̄dicta' J. G. Actionem suam p̄dicta' versus eum habere debeat, &c.

Replicati-
on.

Et p̄dicta' J. G. quoad Placitum p̄fat' J. A. quoad p̄dicta' 20 s. Parcel Debiti p̄dicta' die quod ipse per aliqua p̄eallegat' ab Actione sua p̄dicta' versus eum habend' p̄cludi non debet, quia die quod p̄dicta' J. A. non solvit p̄dicta' 20 s. eidem J. G. prout p̄dicta' J. A. superius allegavit. Et hoc pet' quod inquiratur per Patriam, & p̄dicta' J. A. similiter, &c.

Demur to
the other
Plac.

Et quoad p̄dicta' placit' ejusd' J. A. quoad p̄dicta' quinque Solidi & sex Denar' Resti Debiti p̄dicti p̄dicti J. G. die quod p̄dicta' Placitum ejusdem J. A. Modus & Forma p̄dicti placitat' & Mater' in eod' content' non est sufficiens in Lege ab Actione sua p̄dicta' versus eundem J. A. habend' p̄cludend' Et quod Placit' p̄dicti Modus & Forma p̄dicti placitat' necesse non habet neq' tenetur per Legem respondere Unde pro Defectu sufficiens Responsionis in hac Parte p̄dicti J. G. pet' Iudicium & p̄dicti 5 s. 6 d. Resti Debiti sui p̄dicti una cum Damnis suis occasione Detentionis Debiti illius sibi ad iudicari, &c.

Et

Et p̄dicta' C. H. veni & defendi Injur' ^{Ne Un-}
quando, &c. & dic' quod p̄dicta' C. C. Ac- ^{ques Exo-}
tionem suam p̄dicta' versus eum habere ^{cutor,}
non debet, quia dic' quod ipse nunquam
fuit Executor Testamenti & ultime Vo-
luntat' p̄dicta' R. H. nec aliqua Bona
seu Catalla que fuer' ejusdem R. H. Tem-
pore Mortis sue ut Executor Testamenti
& ultime Voluntat' p̄dicta' R. H. post
Mortem ipsius R. H. unquam admini-
stravit Et hoc p̄fatur C. H. parat' est
verificare, unde pet' Judic' a p̄dicta' C.
C. Actionem suam p̄dicta' versus eum
habere sive manutenere debeat, &c.

Et p̄dicta' M. A. veni & defendi Dim ^{Plene Ad-}
& Injur' quando, &c. & dic' quod p̄dicta' ^{ministra-}
M. B. Actionem suam p̄dicta' versus eum ^{vit.}
habere non debet, quia dic' quod ipse
plene administravit omnia Bona & Catalla
que fuer' p̄dicta' C. A. Tempore Mortis
sue, & quod ipse nulla habet Bona & Ca-
talla que fuer' p̄dicta' C. A. Tempore
Mortis sue in Manibus suis admini-
strand' nec habuit Tempore Intrationis
hujus Loquel' ipsius M. B. nec unquam
postea Et hoc parat' est verificare, unde
pet' Judicium a p̄dicta' M. B. Actionem
suam p̄dicta' versus eum habere debeat,
&c.

Et p̄dicta' M. B. dic' quod ipse per ^{Replicat-}
aliqua p̄collegat' ab Actione sua p̄dicta' ^{on.}
habend' p̄cludi non debet, quia dic' qd
p̄fatur M. A. Die Intrationis hujus
Loquel' scilicet Die Anno; &c. apud, &c.
p̄dicta'

Whether Sheep) ad valenc 10s. &c. De bonis & catall ipsius D. M. in narratione p̄dicta' mentionat' adtunc & ibidem inveniunt' felonice furavit cepit & asportavit contra pacem Dom̄ Reḡ nunc, &c. p̄ter tu cujus p̄dictus J. G. postea scilicet Die Anno, &c. apud, &c. Scandalosa verba p̄tens in narratione p̄dicta' mentionat' dixit affirmabit & declarabit eodem L. G. videlicet, Thou (p̄fati L. G. innuend) art a Thief, and stole H. A.'s Sheep. Et hoc parat' est verificare Unde per' Judic' si p̄dicta' L. G. actione p̄dicta' inde versus eum habere debeat, &c.

De Son Al.
faul De-
mesn.

Et, &c. quando, &c. Et quoad transḡ & insult' p̄dicta' superius fieri supposit' idem J. R. dic' quod p̄dicta' R. W. actione suam p̄dicta' versus eum habere non debet quia dic' qđ p̄dicta' R. W. Die Anno, &c. p̄dicta' in ipsum J. R. apud, &c. insult' fec' & ipsum verberasse vulnerasse & malettractasse voluit per qđ idem J. R. seipsum erga p̄fati R. W. adtunc & ibidem defendebat & dic' qđ dam̄ & malum & qđ eidem R. W. adtunc & ibidem evenit hoc fuit de insult' ipsius R. W. prop̄ & in defensione ipsius J. R. Et hoc parat' est verificare Unde per' Judic' si p̄dicta' R. W. actione suam p̄dicta' versus eum habere debeat, &c.

Replicati-
on.

Et p̄dicta' R. W. dic' quod ipse per aliqua p̄allegat' ab actione sua p̄dicta'

dic' habenti precludi non debet quia dic' quod predia' J. R. Die Anno, &c. supradia' apud, &c. in narratione sua predia' superius specificat' Di & Armis, &c. de injur' sua prop' & absq' causa p' prefat' R. W. superius allegat' in ipsum R. W. insult' fec' & ipsum verberabit vulnerabit & malectrabit ita qd' de vita ejus desperabatur contra pacem Domine Regine nunc Et hoc pet' qd' inquiratur per Patriam & predia' J. R. similiter Ideo, &c.

Et predia' A. per S. D. Attozū suū ben' & pet' Judic' de brevi de Justic' predia' quia dic' qd' nomen baptisū ejusdem Agnet' in brevi predia' nominat' est Anna & non Agnet' prout predia' B. superius narrabit Et hoc parat' est verificare unde pet' Judicium de predia' brevi de Justic' Et qd' predia' breve de Justic' quassetur.

Abatement
per Misjo-
mer.

Et predia' A. per J. R. Attozū suū ben' & pet' Judicium de brevi de Justic' predia' quia dic' qd' ipse est eadem persona versus quem predia' B. protulit breve suū predia' per nomen B. D. alias E. & per idem nomen B. D. alias E. die impetrationis brevis de Justic' ipsius B. & semper postea hucusq' cognit' & vocat' fuit & per idem nomen B. D. alias E. versus eund' A. in narratione sua predia' nunc declarabit absq' hoc qd' idem B. nominatur sive vocat' J. alias H. vel per idem nomen B. D. alias E.

Abatement
pur Vari-
ance Enter
Brief and
Count.

U

ulla

nullo tempore cognit vel vacat' Et hoc parat' est verificare Unde per' Iudici- um de hzebi de Justie pzedia', &c.

Judgment
Arrest.

Et pzedia' R. M. dic' quod veredia' p- dia' versus eum reddit' ex parte pzetat' M. S. existere vel prosequi non debet quia dic' qd narratio pzediaa & materia in ea content' insuficiens est in lege ad Action' pzedia' versus eum dandi sive ma- nutenendi Unde per' Iudiciu' & quod lo- quela & veredia' quassat' sint & pro nullo habeantur & qd pzedia' querens nihil recipiat p loquel' suam & verdia' supra- dia', &c.

Demurrer
ad Narr'.

Et pzedia' B. p C. D. Attoz' suum veni & defendi vim & injur' quando, &c. Et dic' qd Narratio ipsius B. & mater' in ea content' minus sufficien' in lege existunt p pzedia' P. Action' suam p- dia' habendi versus eum mature Et qd eidem Narrationi modo & forma pze- dia' fac' idem B. necesse non habet ne- que p legem terre tenetur respondere Et p causis mot' in lege in hac parte p- dia' B. secund' formam Statut' in hac parte prius ostendit Cur' hic causas se- quen' videlicet qd Narratio in se continet duplicem & insuficien' materiam & forma caret Et hoc parat' est verificare Un- de p defeau Narrationis sufficien' in hac parte idem B. per' Iudic' Et qd pedia' P. ab Actione sua versus eum habendi precludatur, &c.

Et

Et p̄dia' P. dic quod ipse superius ^{Joinder in} narrandū in Narratione sua p̄dia' alle- ^{Demurrer.} gavit materiam in lege sufficiendū Actionē suam p̄dia' habendū versus eundē B. manutenere Et hoc parat' est verificare quam materiam p̄dia' B. non dedit, nec ei aliquid respondit sed omnino recusat verificationē illam admittere unde pet' Judicium & debit' suum p̄dia' una cum damnis occasione detentionis debiti illius sibi adjudicari.

Et p̄dia' A. & B. p̄ P. S. Attorn ^{Bar for De-} suū ven' & defendū Vim & Injuriam ^{fault of the} quando, &c. Et quoad fractionē Clausi ^{Plaintiff's} p̄dia' & depast' conculationē & consump- ^{Fences.} tionē herb p̄dia' iidem A. & B. dicunt quoad p̄dia' D. Actionē suā p̄dia' vers' eos hēre non debet quia dicunt qđ iidem A. & B. tempore Trāsg' p̄dia' fieri supposit' fuer' & adhuc existunt seisi' de quodam Clo pastur' p̄xor' jacent eidem Clo ipsius D. in quo, &c. in, &c. p̄dia' in Dñico suo ut de Feodo inter que quiddā Cla quedam est sepes sepan' quemq; ab al' p̄dia' Clausis quam quiddā sepem p̄dia' D. & omnes illi quorū Statū ipse idm tunc fuit in Clo p̄dia' a tempore cujus, &c. facere & reparare & manutenere us' fuer' & dicunt quod sepes illa p̄ defectu reparatōn & manutenēōn ejusdm fuit tempore Trāsg' p̄dia' fieri supposit' rupt' & prostrat' & quod averia p̄dia' A. & B. in eorū Clausis p̄dia' ad depas-
U 2 cend

centi possit in pdia Claus ipsius D. p
rupt & decass ejusdm sepis contra vo-
lunt eorndm A. & B. intraver & herb
pdia depast fuer conculcaver & consump-
ser & iidm A. & B. Averia sua pdia re-
center psequen in eundm Claus ipsius
D. p rupt & decass pdia ad averia sua
in eundm Claus ipsornd A. & B. refu-
gand intraver ac in Clausis illis cele-
riter fugaver pnt eis bene licuit quod
est eadem Trnsgr & fractio Clausi & ea-
dm depast conculcatio & consumptio her-
be pdia Unde pdia D. supius vers eos
queritur Et hoc parat sunt verificare, &c.

Replicatio
ad Placitu.

Et pdia D. dicit quod ipse p aliqua
supius p pdia A. & B. allegat ad
Actione sua pdia vers eosdm A. & B.
habend pcludi non debet quia dicit qd
pdia A. & B. de injuria sua ppria Cum
pdia vocat D. in quo, &c. freger &
herbam pdia cum averiis pdia depast
fuer conculcaver & consumpler put idm
D. superius vers eos inde queritur abs-
que hoc quod ipse idm D. & omnes illi
quornd Statu ipse pdia D. tunc huit in
Cto pdict a tempore cujus, &c. septem
pdict facere reparare & manutenere us
fuer put pdict A. & B. supius pfitando
allegaver Et hoc paratus est verificare
unde petit Judicium & Damna sua
occasione Trnsgr pdict sibi adjudicari, &c.

Rejoinder
adinde.

Et pdia A. & B. ut prius dicunt
quod pdia D. & omnes illi quorum
Statum ipse pdia D. tunc huit in
Cto

¶ Cto p̄dia' a tempore cuius, &c. sepem
 p̄dia' facere reparare & manutenere us-
 fuer' put ipsi superius placitando allega-
 ber' & de hoc ponunt se super Patriam ^{Issue.}
 Et p̄dia' D. similiter Ideo, &c.

¶ Quando, &c. & quoad tota Trāsg' p̄- ^{Bar' in}
 dia' p̄ter conculcatōn & consumptōn herbe ^{Transg' claiming a}
 & graminis p̄dia' pedibus ambulando ^{Way over the Lands.}
 dicit qđ ipse in nullo est inde culpabilis
 & de hoc ponit se super P̄ria Et p̄dia'
 D. similiter Et quoad conculcatōn &
 consumptōn herbe & graminis p̄dia' pedi-
 bus ambulando idm A. dicit qđ p̄dia' A.
 accōnem suā p̄dia' inde vers' eū here non
 debet quia dicit qđ ipse p̄dia' A. diu
 ante p̄dia' tempus quo supponitur
 Trāsg' p̄dia' fieri pōmōnat' fuisset & ad-
 huc pōmōnat' existit de & in uno Cto vo-
 cat' . . . cū p̄tīd quodq; idm A. & hēs alii
 pōssōres & occupatores Cfi illius vocat' . . .
 cū p̄tīd p tempore existēd a tempore cu-
 jus, &c. habere us' fuer' & consuever' p se
 & serbientibus suis quanda Vīd pedestr'
 ducēd a Villa de . . . p̄dia' in per & trans
 quoddam Clum vocat' . . . apud . . . ac in-
 fra Iurisdīctōn p̄dia' & abinde in per &
 trans quoddam al Clum vocat' . . . &c. &
 sic retrogrā a p̄dia' Cto vocat' . . . in per
 & trans p̄dia' Clum vocat' . . . & abinde
 in per & trans p̄dia' Clum vocat' . . . per
 eandē Vīd usq; ad p̄dia' Vīl de . . . ad
 eundē & redeund in Vīa p̄dia' omni tempore
 anni ad libitum suū tanquā ad p̄dia'
 Claus' voc' . . . cum p̄tīd spectād p̄tīd
 per qđ p̄dia' A. p̄dia' tempore quo, &c. a
 U 3 p̄dia'

Non est fa-
ctum.

Et de die quando, &c. Et de die quod ipse
de defuncto p[ro]p[ri]a dicitur scripti p[re]dia
onerari non debet, quia die quod scripti
p[ro]p[ri]a non est factum suum Et de hoc pon-
se super Patriam, & p[re]dia A. similiter,
&c.

Non cepit.

Et p[ro]p[ri]a B. per S. H. Attor[um] suum
venit & defendit dim[ic]t & Injur[ia] quando, &c.
Et de die quod ipse non cepit A. p[ro]p[ri]a p[ro]-
ut p[ro]p[ri]a A. superius versus eum querit
Et de hoc pon- se super Patriam & p[ro]p[ri]a A.
similiter, &c.

Non as-
sumpsit.

Et p[ro]p[ri]a B. per S. H. defendit Injur[ia]
quando, &c. Et de die quod ipse non assump-
sit super se Modo & forma p[ro]ut p[re]dia
& A. versus eum narrabit Et de hoc po-
nit se super Patriam, &c.

Bar per Ac-
quittance.

Quando, &c. Nemo suam habere non
debet, &c. quia die quod post Confessionem
Scripti p[re]dia scilicet (Die Annis, &c.)
Querens per quandam Willam suam at-
tulerat quam die Defendens Sigilla
Querentis signat hic in Cur[ia] p[ro]fert inquit
dat est eisdem Die & Anno acquietabit
& exonerabit ipsum eundem Defendentem
per Pontem, &c. de omnibus Actionibus
Placitis Demandis Debtis Computis
& Litibus a Principio Mundi usque
diem Dat[um] ejusdem Bille Et hoc, &c. &
Judicium, &c.

Querens

Querens dic quod precludi non debet, Replicatio.
 Et quia dic predicta Villa Acquietanc
 non est factum suum Et hoc pet, Et.

Et predicta J. B. veni & defend Vinu & Solvit and
Release.
 Injur quando, Et & dic quod predicta
 J. W. Action suam predicta versus pre-
 fat J. B. habere non debet quia dic quod
 predicta J. W. post Confection ejusdem
 Bille, & Inception hujus Bette, videli-
 cet Die Anno, Et. apud, Et. per quod
 Script suum, Et. cognovit & confessus est
 se fore plenar satisfact & content de pre-
 dicta Summa, Et. in Villa predicta men-
 tionar, & inde acquietabit & relatabis
 eundem J. B. de & ab omnibus Actio-
 nibus quas predicta J. W. versus eund
 B. Ratione Confection Bille predicta ha-
 bere potuit, & hoc parat est verificare,
 unde pet Indic & predicta J. W. Action
 suam predicta versus eum habere debet, Et.

Et, Et. quando, Et. & dic quod predicta Solvit to
Part and
Tender to
other Part.
 J. G. Action suam predicta versus eum
 habere seu manutenere non debet, quia
 quoad 10 s. Parcel, Et. idem J. dic quod
 prefat J. A. Die Anno, Et. ante In-
 ception hujus Actionis bene & fidelit sol-
 vit eidem J. G. 10 s. Pact supramen-
 tionar debu in Narratione predicta spe-
 cificat videlicet apud, Et. predicta & in-
 fra Jurisdiction hujus Cur Et quoad
 quodque Solid & sex Denar resti Debiti
 in Narratione predicta specificat idem
 J. A. ulterius dic quod ipse postea scilicet
 Die

Die Anna, &c. p̄dia' ante Inceptum huius Actionis apud, &c. p̄dia' obtulit eid J. G. p̄dia' quinque Solidi & sex Denar' quos quidem quinque Solidi & sex Denar' idem J. G. adtunc & ibidem acceptare recusabit Et hoc p̄fat' J. A. parat' est verificare, & pet' Iudic' Cur' & p̄dia' J. G. Actionem suam p̄dia' versus eum habere debeat, &c.

Replicati-
on.

Et p̄dia' J. G. quoad Placitum p̄fat' J. A. quoad p̄dia' 20 s. Parcet Debiti p̄dia' die quod ipse per aliqua p̄reallegat' ab Actione sua p̄dia' versus eum habendū p̄cludi non debet, quia die quod p̄dia' J. A. non solvit p̄dia' 20 s. eidem J. G. prout p̄dia' J. A. superius allegavit. Et hoc pet' quod inquiretur per Patriam, & p̄dia' J. A. similiter, &c.

Demur to
the other
Plac.

Et quoad p̄dia' placit' ejusd J. A. quoad p̄dia' quinque Solidi & sex Denar' Restū Debiti p̄diai p̄dix' J. G. die quod p̄dia' Placitū ejusdem J. A. Modus & Forma p̄diai placitat' & Mater' in eod content' non est sufficiens in Rege ab Actione sua p̄dia' versus eundem J. A. habendū p̄cludendū Et quod Placitū p̄diai Modus & Forma p̄diai placitat' necesse non habet neq; tenetur per Regem respondere Unde pro Defectu sufficiens Responsionis in hac Parte p̄dia' J. G. pet' Iudicium & p̄dia' 5 s. 6 d. Restū Debiti sui p̄dia' una cum Damnis suis occasione Detentionis Debiti illius Abi adjudicari, &c.

Et

Et p̄dicta' C. H. veni & defendi Injur' Ne Un-
quando, &c. & dic' quod p̄dicta' C. C. Ac- quies Exo-
tionem suam p̄dicta' versus eum habere cutor,
non debet, quia dic' quod ipse nunquam
fuit Executor Testamenti & ultime Vol-
untat' p̄dicta' R. H. nec aliqua Bona
seu Catalla que fuer' ejusdem R. H. Tem-
pore Mortis sue ut Executor Testamenti
& ultime Voluntat' p̄dicta' R. H. post
Mortem ipsius R. H. unquam admini-
strabit Et hoc p̄fatur' C. H. parat' est
verificare, unde pet' Judic' si p̄dicta' C.
C. Actionem suam p̄dicta' versus eum
habere sive manutenere debeat, &c.

Et p̄dicta' M. A. veni & defendi Dimi Plene Ad-
& Injur' quando, &c. & dic' quod p̄dicta' ministra-
vit.
M. B. Actionem suam p̄dicta' versus eum
habere non debet, quia dic' quod ipse
plene administrabit omnia Bona & Catalla
que fuer' p̄dicta' C. A. Tempore Mortis
sue, & quod ipse nulla habet Bona & Ca-
talla que fuer' p̄dicta' C. A. Tempore
Mortis sue in Manibus suis admini-
strand' nec habuit Tempore Intrationis
hujus Loquel' ipsius M. B. nec unquam
postea Et hoc parat' est verificare, unde
pet' Judicium si p̄dicta' M. B. Actionem
suam p̄dicta' versus eum habere debeat,
&c.

Et p̄dicta' M. B. dic' quod ipse per Replicat' ^{on.}
aliqua p̄allegat' ab Actione sua p̄dicta' ^{on.}
habend' p̄cludi non debet, quia dic' qd
p̄fatur' M. A. Die Intrationis hujus
Loquel' scilicet Die Anno, &c. apud, &c.
p̄dicta'

predia' & infra Iurisdictione predia' diversa Bona & Catalla habuit que fuer' predia' C. A. Tempore Mortis sue in Manibus suis administrandi ad Valenc' Debiti pdia' unde eidem A. B. de Debito predia' satisfecisse potuit Et hoc per quod inquiratur per Patriam Et predia' M. A. similiter, &c.

Conditions
performed.

Et predia' M. C. veni & defendi Dim & Injur' quando, &c. & per' audit' Scripti predia' & ei legitur, &c. per' etiam audit' Conditione ejusd' Scripti & ei legit' in hec Verba (videlicet) The Condition of this Obligation, &c. (recite all the Condition) Quib' leais & audit' idem M. C. dic' quod predia' C. G. Actionem suam predia' versus eam habere non debet, quia dic' qd Artic' in Conditione predia' superius mentionat' fac' fuer' apud, &c. Die Anno, &c. predia' inter eund' C. G. de A. in dicto Com' Gen' ex una Parte & predia' M. G. per Nomen M. G. de, &c. Yeoman, ex altera Parte cujus quidem alteram partem signat' cum Sigil' ejusdem C. G. predia' M. G. hic in Cur' profert' cujus Dat' est eodem Die & Anno. Imprimis. (Recite all the Articles throughout) & prefat' M. G. dic' qd ipse performabit & servabit omnia & singula Conventiones Confessiones Articulos Clausas Sentenc' & Agreement' quecumque in Articulis predia' specificat' ex Parte sua observand' performand' complend' & servand' secund' formam & effectum eorundem Articulorum, & hoc parat'

est verificare Unde per Judicium. & p.
dic' C. B. Actionem suam p'cedia' versus
eum habere debeat, &c.

Et p'cedia' C. B. dic' quod ipse per
aliqua p'cedia' ab Actione sua p'cedia' Replicatio
habendi versus p'cedia' W. B. p'cludi
non debet, quia p'cedendo qd ipse idem
W. B. non p'cedit sive servavit ali-
qua contentiones concessio articulos
clausas sentent' vel agreement' in Arti-
culis p'cedia' p'cedit ex parte sua p-
cedendi & servandi p'cedia' W. B.
p'cedendo superius allegabit p'cedia' p'cedia'
C. B. dic' qd p'cedia' W. B. non,
&c. (recite the Breach) secund' formam &
effect' eorum articuloz Et hoc parat'
est verificare Unde per Judicium & de-
bit' suum p'cedia' una cum dampnis suis
occasione detentionis debiti illius sibi ad-
judicari, &c.

Et p'cedia' W. B. dic' qd ipse (recite Rejoinder
here, That he did perform the Breach which
the Plaintiff assigned). secund' vim & effec-
tum dictorum Articulozum Et de hoc
p'cedia' se super Patriam Et p'cedia' C.
B. similiter, &c.

Et, &c. quando, &c. Et dic' quod p-
dia' C. B. Actionem suam p'cedia' versus Justificati-
on of Slan-
der.
eum habere non debet, quia dic' quod
ante diacon scandalosorum verborum p'cedia'
tens' in narratione p'cedia' mentionat'
(videlicet) Die Anno, &c. apud, &c. p-
dia' C. B. un' Verbecem (Anglice a
Whe-

Whether Sheep) ad valenc 10s. &c. De bonis & catall ipsius H. M. in narratione p̄dicta' mentionat' adtunc & ibidem inveniunt' felonice furavit cepit & asportavit contra pacem Dom̄ Reḡ nunc, &c. p̄tetur cujus p̄dictus J. G. postea scilicet Die Anno, &c. apud, &c. Scandalosa verba p̄tens in narratione p̄dicta' mentionat' dixit affirmabit & declarabit eidem L. G. videlicet, Thou (p̄fati L. G. innuens) art a Thief, and stole H. A.'s Sheep. Et hoc parat' est verificare Unde per' Judic' & p̄dicta' L. G. Actionem p̄dicta' inde versus eum habere debeat, &c.

De Son Af-
fault De-
mesn.

Et, &c. quando, &c. Et quoad transgre-
& insult' p̄dicta' superius fieri supposit'
idem J. R. dic' quod p̄dicta' R. W.
Actionem suam p̄dicta' versus eum habere
non debet quia dic' qđ p̄dicta' R. W.
Die Anno, &c. p̄dicta' in ipsum J. R.
apud, &c. insult' fec' & ipsum verberasse
vulnerasse & maletractasse voluit per qđ
idem J. R. seipsum erga p̄fati R. W.
adtunc & ibidem defendebat & dic' qđ
damn' & malum & qđ eidem R. W. ad-
tunc & ibidem evenit hoc fuit de insult'
ipsius R. W. p̄p̄d' & in defensione ipsius
J. R. Et hoc parat' est verificare
Unde per' Judic' & p̄dicta' R. W. actionem
suam p̄dicta' versus eum habere debeat,
&c.

Replicati-
on.

Et p̄dicta' R. W. dic' quod ipse per
aliqua p̄allegat' ab Actione sua p̄-
dicta'

dic' habenti precludi non debet quia dic' quod predia' J. R. Die Anno, &c. supradia' apud, &c. in narratione sua predia' superius specificat' Vi & Armis, &c. de injur' sua prop' & absq' causa p' prefat' R. W. superius allegat' in ipsum R. W. insult' fec' & ipsum verberabit vulnerabit & maletractabit ita qd' de vita ejus desperabatur contra pacem Domine Regine nunc Et hoc pet' qd' inquiratur per Patriam & predia' J. R. similiter Ideo, &c.

Et predia' A. per S. D. Attoznd suum ben' & pet' Judic' de brevi de Justic' predia' quia dic' qd' nomen baptisnd e-
jusdem Agnet' in brevi predia' nominat' est Anna & non Agnet' p'out predia' B. superius narrabit Et hoc parat' est verificare unde pet' Judicium de predia' brevi de Justic' Et qd' predia' breve de Justic' quassetur.

Abatement
per Misjo-
mer.

Et predia' A. per J. R. Attoznd suum ben' & pet' Judicium de brevi de Justic' predia' quia dic' qd' ipse est eadem persona versus quem predia' B. protulit breve suum predia' per nomen B. D. alias E. & per idem nomen B. D. alias E. die impetrationis brevis de Justic' ipse B. & semper postea hucusq' cognit' & vocat' fuit & per idem nomen B. D. alias E. versus eund' A. in narratione sua predia' nunc declarabit absq' hoc qd' idem B. nominatur sive vocat' J. alias H. vel per idem nomen B. D. alias E.

Abatement
pur Vari-
ance Enter
Brief and
Count.

nullo tempore cognit vel vocat' Et hoc parat' est verificare Unde per' Iudici-
um de h'ebi de Justic' p'edia', &c.

Judgment
Arrest.

Et p'edia' A. M. dic' quod veredia' p-
dia' versus eum reddit' ex parte p'efat'
M. S. existere vel p'osequi non debet
quia dic' qd narratio p'edia' & materia
in ea content' insufficiens est in lege ad
Action' p'edia' versus eum dand' sive ma-
nutenend' Unde per' Iudiciu' & quod lo-
quela & veredia' quassat' sint & p'ro nullo
habeantur & qd p'edia' querens nihil
recipiat p' loquel' suam & verdia' supra-
dia', &c.

Demurrer
ad Narr'.

Et p'edia' B. p' C. D. Attoznd suum
ven' & defend' vim & injur' quando, &c.
Et dic' qd Narratio ipsius B. & mater
in ea content' minus sufficien' in lege
existunt p' p'edia' P. Action' suam p-
dia' habend' versus eum matunere Et
qd eidem Narrationi modo & forma p'ed-
ia' fac' idem B. necesse non habet ne-
que p' legem terre tenetur respondere
Et p' causis mot' in lege in hac parte p-
dia' B. secund' formam Statut' in hac
parte prius ostendit Cur' hic causas se-
quen' videlicet qd Narratio in se continet
duplicem & insufficien' materiam & forma
caret Et hoc parat' est verificare Un-
de p' defeau Narrationis sufficien' in hac
parte idem B. per' Iudic' Et qd p'dia'
P. ab Actione sua versus eum habend'
p'cludatur, &c.

Et

Et p̄dia' P. dic quod ipse superius Joinder in Demurrer.
 narrand in Narratione sua p̄dia' allegavit materiam in lege sufficiens Actionem suam p̄dia' habend versus eundem B. manutenere Et hoc parat' est verificare quam materiam p̄dia' B. non dedit, nec ei aliquid respondit sed omnino recusat verificationem illam admittere unde per Judicium & debet' suum p̄dia' una cum damnis occasione detentionis debiti illius sibi adjudicari.

Et p̄dia' A. & B. p̄ P. S. Attor' Bar for Defendant's Fault of the Plaintiff's Fences.
 suū veni & defendi Vim & Injuriam quando, &c. Et quoad fractionem Clausi p̄dia' & depast' conculationem & consumptionem herb p̄dia' iidem A. & B. dicunt quoad p̄dia' D. Actionem suam p̄dia' versus eos here non debet quia dicunt qd iidem A. & B. tempore Transg' p̄dia' fieri supposit' fuer' & adhuc existunt seisis de quodam Cto pastur' p̄or' jacent eidem Cto ipsius D. in quo, &c. in, &c. p̄dia' in Dñico suo ut de Feodo inter que quiddam Cto quedam est sepes sepand quemqz ab al' p̄dia' Clausis quam quiddam sepe p̄dia' D. & omnes illi quorū Statū ipse idm tunc fuit in Cto p̄dia' a tempore cujus, &c. facere & reparare & manutenere usi fuer' & dicunt quod sepes illa p̄ defectu reparacion' & manutencon' ejusdm fuit tempore Transg' p̄dia' fieri supposit' rupt' & prostrat' & quod averia p̄dia' A. & B. in eorū Clausis p̄dia' ad depascend

centi possit in p̄dia Claus ipsius D. p̄rupt' & decass' ejusdm̄ sepis contra volunt' eorūdm̄ A. & B. intraber' & herb̄ p̄dict' depast' fuer' conculcaber' & consumpser' & iidm̄ A. & B. Averia sua p̄dict' recter p̄sequend' in eundm̄ Claus ipsius D. p̄rupt' & decass' p̄dict' ad averia sua in eundm̄ Claus ipsozdm̄ A. & B. refusing' intraber' ac in Clausis illis celesriter fugaber' p̄out eis bene licuit quod est eadem Trāsg' & fractio Clausi & eadmd̄ depast' conculcatio & consumptio herbe p̄dict' Unde p̄dict' D. supius vers' eos queritur Et hoc parat' sunt verificare, &c.

Replicatio
ad Placitu'.

Et p̄dict' D. dicit quod ipse p̄ aliqua supius p̄ p̄dict' A. & B. allegat' ab Actione sua p̄dict' vers' eosdm̄ A. & B. habend' p̄cludi non debet quia dicit qd' p̄dict' A. & B. de injuria sua p̄pria Cum p̄dict' vocat' D. in quo, &c. freger' & herbam p̄dict' cum averiis p̄dict' depast' fuer' conculcaber' & consumpser' put idm̄ D. superius vers' eos inde queritur absque hoc quod ipse idm̄ D. & omnes illi quozdm̄ Statu' ipse p̄dict' D. tunc huit in Clo p̄dict' a tempore cuius, &c. septem p̄dict' facere reparare & manutenere us' fuer' put p̄dict' A. & B. supius p̄litando allegaber' Et hoc paratus est verificare unde petit Judicium & Dampna sua occasione Trāsg' p̄dict' sibi adjudicari, &c.

Rejoinder
adinde.

Et p̄dict' A. & B. ut prius dicunt quod p̄dict' D. & omnes illi quozdm̄ Statum ipse p̄dict' D. tunc huit in Clo

Et p̄dia' a tempore cuius, &c. sepem
 p̄dia' facere reparare & manutenere us
 fuer' put ipsi superius placitando allega-
 ber' & de hoc ponunt se super Patriam ^{Issue.}
 Et p̄dia' D. similiter Ideo, &c.

Quando, &c. & quoad tota Trāsg^r p̄- ^{Bar' in}
 dia' p̄ter conculcatōem & consumptōem herbe ^{Transg^r}
 & graminis p̄dia' pedibus ambulando ^{claiming a}
 dicit qđ ipse in nullo est inde culpabilis ^{Way over}
 & de hoc ponit se super P̄ria Et p̄dia' ^{the Lands.}
 B. similiter Et quoad conculcatōem &
 consumptōem herbe & graminis p̄dia' pedi-
 bus ambulando idm A. dicit qđ p̄dia' A.
 actōnem suā p̄dia' inde vers' eū here non
 debet quia dicit qđ ipse p̄dia' A. diu
 ante p̄dia' tempus quo supponitur
 Trāsg^r p̄dia' fieri pōssionat' fuisset & ad-
 huc pōssionat' existit de & in uno Cto vo-
 cat' . . . cū p̄tin quodq; idm A. & des alii
 pōssioes & occupatores Cti illius vocat' . . .
 cū p̄tin p tempore existē a tempore cu-
 jus, &c. habere us fuer' & consuever' p se
 & serbientibus suis quanda Vīa pedestr'
 ducē a Villa de . . . p̄dia' in per & trans
 quoddam Clum vocat' . . . apud . . . ac in-
 fra Iurisdicōem p̄dia' & abinde in per &
 trans quoddam al Clum vocat' . . . &c. &
 sic retrogrā a p̄dia' Cto vocat' . . . in per
 & trans p̄dia' Clum vocat' . . . & abinde
 in per & trans p̄dia' Clum vocat' . . . per
 eandē Vīa usq; ad p̄dia' Vill de . . . ad
 eundē & redeundē in Vīa p̄dia' omni tempore
 anni ad libitum suū tanquā ad p̄dia'
 Claus voc' . . . cum p̄tin spectad p̄tin
 per qđ p̄dia' A. p̄dia' tempore quo, &c. a
 U 3 p̄dia'

pdia' Villa de . . . pdia' in per & trans,
 &c. & sic retro, &c. (ut ante) per eandem
 Viam ad pdia' Vill de . . . pdia' ibit &
 redibit prout ei bene licuit Et idem A. in
 eundo & redeundo ut pfertur aliquantu-
 lum herbe & graminis in eadem Via in
 pdia' Clo voc' . . . in quo, &c. tunc cre-
 scend pedibus ambulando conculcavit &
 consumpsit utendo Via sua pdia' & tam
 modicum Dampnum quod potuit ibi faciend
 que sunt eadem Transgr quoad conculcati-
 onem & consumptionem herbe pdia' B. unde
 pdia' B. se modo inde queritur Et hoc pa-
 rat est verisimiliter unde petit Iudic si pdia'
 B. Actionem suam p[ro] inde versu[m] h[ab]ere de-
 beat, &c.

Replicatio
 ad placi-
 tum.

Et pdia' B. quoad Plitum pdia' pdia'
 A. quoad Conculc & Consump' herbe pre-
 dia' pedib' Ambulando dicit q[uo]d ipse per
 aliqua in eodem plito preallegat' ab Actione
 sua, &c. quia dicit q[uo]d pdia' A. de inju-
 ria sua propria herba pdia' in Clo pdia'
 nuper crescent pedib' Ambuland' conculca-
 vit & consumpsit prout, &c. Absq[ue] hoc q[uo]d
 pdia' A. & o[mn]es al' possessores & occupat'
 Cui pdia' voc' . . . cu[m] p[ri]m[us] p[ro] tempore
 existend a tempore cuius, &c. h[ab]ere usi fuer'
 & consuever p[ro] se & serbient suis predia'
 Viam pedestrem ducend a Vill, &c. pdia'
 in per & trans pdia' Clum voc' . . . & ab-
 inde in per & trans pdia' al' Clo voc', &c.
 (as in the Plea, to) ad libitum suum prout pre-
 dia' A. superius plitando allegabit Et
 hoc parat' est verisimiliter unde ex quo pdia' A.
 Transgr ill' pedib' ambulando superius
 cognovit

agnobit idem B. petit Iudicium & Damna sua occasione inde sibi adjudicari, &c.

Et p̄dia' A. ut prius dicit qđ ipse idem A. & oēs alii p̄ssores & occupatores Cui p̄ hoc . . . cū p̄tū p̄ tempore existen' a tempore cuius, &c. here nū fuer' & consuever' pro se & seruiens suis p̄dia' Via pedestr' ducen' a Villa de, &c. p̄ in per & trans p̄dia' Claus' hoc, &c. & abinde, &c. (ut ante) ad eundem & redeundum in Via p̄dia' omni tempore Anni ad libitū suū put ipse superius p̄litando allegabit Et de hoc ponit, &c. (Et p̄dia' Quer' similiter.)

Rejoinder
Issue.

Issue.

Quando, &c. & quoad fractiōn' Cui, &c. in nullo est inde culpab, &c. & quoad resū Transgr' p̄dia' superius fieri supposuit idem B. dicit qđ p̄ A. Actiō suā p̄dia' here non, &c. quia dic' qđ idem A. diu ante p̄ temp' quo, &c. eidem B. indebit fuit in 20 s. p̄ divers' denar' sumis per eundem A. de p̄ B. mutuat' & postea & diu ante temp' p̄ quo, &c. idem A. apud, &c. eidem B. bona & catalla p̄dia' deliberabit tanquam Pignus pro p̄ 20 s. tenendū eidem B. ut pignus quousq; p̄dia' A. p̄far' B. resdū 20 s. solvisset & idem B. in facto dic' qđ p̄far' A. p̄ 20 s. eidem B. nondum solvit qđ est eadē Transgr' & Captio & asportatio bonorū & catalloꝝ p̄dia' unde p̄dia' A. superius modo queritur Et hoc, &c. Unde, &c.

Bar in
Trespas,
That
Goods were
delivered as
a Pawn.

Replicati-
on.

Et p̄dia' A. dicit quod ipse per aliqua p̄eallegat ab actōne sua, &c. quia dicit quod p̄efat' B. de injuria sua p̄p̄ta absq̄ aliqua tali causa per ipsū eundem B. p̄eallegat Die & Anno p̄edia' bona & catalla p̄edia' apud, &c. invent' cepit & asportabit p̄out p̄dia' A. in Barr' sua p̄edia' superius supposit' & hoc pet' quod inquiretur per Patriam (Et Vel' aliter.)

Issue.

Concord
pleaded.

Quando, &c. & quoad Trāsgre' p̄edia' superius fieri supposit' idm B. dicit qđ p̄dia' A. Actōn' non, &c. quia dicit qđ postquam Trāsgre' p̄edia' fieri supposit' fact' fuit scit' Die, &c. p̄edia' apud, &c. p̄dia' & infra Jurist' hujus Cur' idm B. & A. per mediationē D. & E. Amicorū & familiar' suorū inter eos amicaliter intervenien' talis habebatur Concordia & Agreement' int' eos, viz. quod idm B. s. s. legalis, &c. eidm A. p̄o amend' & in satisfactōn' ejusdem Trāsgre' solberet quos quidm s. s. &c. idm B. p̄fat' A. adtunc & ibm solvit secundum vim form' & effect' Concord' & Agreement' p̄edia' Et hoc, &c. Unde, &c.

Replicati-
on.

Issue.

P̄cludi non debet quia dicit quod nunquā habebatur aliqua talis concord' sive agreement' int' ipsos A. & B. qualis p̄edia' B. superius p̄fitando allegabit & hoc petit, &c. (Et p̄edia' B. aliter.)

Et p̄dix' A. per, &c. & dicit qđ p̄dix' B. ad Breve & Narr' sua p̄dix' Respon-
dere non debet quia dic' qđ p̄dix' B. (Die Anno, &c.) per nomen B. S. nuper de . . .
Hecm utlagat' fuit & adhuc existit ad secta
cujusdam T. B. de p̄sito (as the Case is) unde
idm B. condia' est put per Record' ut-
lagat' p̄dix' in Cur' hic scit apud Westm
in Com' Mid' residen' liquet manifeste Et
hoc parat' est verif. per Record' ill' unde
per Judic' si p̄dix' B. ad Breve & Narr'
sua p̄dix' repondere debeat, &c.

Outlawry
pleaded.

A. ven' & defend' Injur', &c. & dicit
qđ p̄dix' B. actm non, &c. quia dic' qđ
Cum p̄dix' hoc, &c. apud, &c. in Narr'
superius menconat' in quo Trāsg' p̄dix'
suppon' fieri est & p̄dix' Tempore quo
supponitur Trāsg' p̄dix' fieri fuit solum
& liberū Tenement' ipsius A. per quod
p̄dix' A. fregit & intravit in Claus' p̄dix'
hoc &c. & blada & herb' ibm crescen' & ex-
isten' pedib' ambulando conculiavit & con-
sumpsit p̄out in Narr' p̄dix' superius spe-
cificat' est p̄out ei bene licuit Et hoc pa-
rat' est verificare unde per' Judic' si p̄
B. accōn' sua p̄dix' inde vers' cum here
debeat, &c.

Liberum
Tenemen-
tum plead-
ed.

Quando, &c. & bene advocat captiōn'
aberio' p̄dix' in p̄dix' Loco in quo, &c.
Quia dic' qđ Locus p̄dix' est & tempore
capcionis p̄dix' & ante fuit quatuor' Aer'
terr' in &c. & dic' qđ diu ante temp' cap-
cionis p̄dix' superius fieri supposit' ac eodm
tempore

Bar by A-
vowry for
Kent.

tempore p̄dia' A. fuit seisc' in Dñico suo
 ut de feodo de un' Messuag' un' Gardin, &c.
 cu' p̄tin in, &c. p̄dia' de quibus idm' Lo-
 cus in quo, &c. est & p̄dia' tempore quo,
 &c. fuit p̄cel' & de inde existend' seisc' ead'
 Mess', &c. cu' p̄tin diu ante Temp' cap̄ton'
 p̄dia' seisc' (Die, &c. Anno, &c. apud, &c.)
 p̄dia' eidm' C. dimisit habend' sibi a festa
 p̄dia' tamdiu eadm' A. placuerit reddend'
 inde Annuatim eid' A. (quandiu p̄cel' &
 C. heret & occuparet p̄dia' Mess', &c.) 30 s.
 ad festa s̄ri Mich' Archang' & Annun'
 beate M. V. per equal' port̄on' solvend' vir-
 tute cujus Dimissionis p̄dia' C. p̄dia'
 Mess', &c. cum p̄tin a p̄dia' festo An-
 nun', &c. usq' ad fest' Annun' beate M. V.
 prox' ante Temp' cap̄ton' p̄dia' habebat &
 occupabatur & quia 30 s. de Redd' p̄dia'
 virtute ejusd' Dimiss' per temp' p̄dia' eid'
 A. tempore cap̄ton' p̄dia' in arrearag' re-
 manser' & adhuc remanent insolut' idm'
 A. bene advocat cap̄ton' averiōd' p̄dia' in
 dicto Loco in quo, &c. Domine Distric-
 tionis, &c. Et hoc parat' est veris̄ unde
 petit Judic' & Retor̄d' averiōd' p̄dia' sibi
 adjudicari, &c.

The like
 for Da-
 mage-se-
 sant.

Et bene ad hoc cap̄ton' Vaccar' p̄dia'
 in dicto Loco quo, &c. & injuste, &c. quia
 dic' qd' ipse seisc' est ac tempore cap̄ton'
 p̄dia' seisc' fuit de un' Messuag' & 6 acc'
 terr' cum p̄tin in dicta Vill' de, &c. (de
 quibus Locus in quo p̄dia' vac' capt'
 fuer' est p̄cel') in Dñico, &c. & quia ipse
 idm' A. tempore cap̄ton' p̄dia' vaccas p̄dia' in
 Loco p̄dia' quo, &c. Damn' facien' invenit
 p̄dia'

pdia' A. easdem vaccas in solo & libero Tenemento suo damnum ibm sic facied' cepit prout ei bene licuit & hoc parat', &c. Unde, &c.

Ad hanc Cur' veni A. per P. Attorn' suu' & queritur vers' B. de p'sto Trāsg'e' sup' Calid' pro eo videt' qd' cu' idm' A. bonus verus & fidel' subdit' Dñe R. nunc Mag' B'it' &c. Et erga omnes homines a tempore Patib' sue hucusq' gubernabit & se gesserit & bono' p'oinis fame Credend' & Reputatōm cu' bonis & gravibus hominibus tam vicinis suis quam al' fidel' subdit' D. R. nunc habit' noi' existimat' & reputat' absq' aliqua falsitate Furto perjur' Felon' Fraude sive Macula cujuscunq' Culpe sive Criminis nocivi immaculat' & intact' per tot' Temp' pdia' gesserit & se gubernabit P'edictus tamen p'missor' non ignar' ex mera nequissima Malitia sua p'ecogitata intendens P'omen & Famam ejusdem A. ledere detrahere pejorare obtenebrare & totaliter destruere ac etiam in perturbatione veratione & Infamia traducere & inducere quedā falsa fida & scandalosa verba & mendacia de eodm' A. (tali die Anno & Loco) & infra Libertat' & Jurisd' hujus Cur' in p'sent' & audit' quamplurimod' fidel' subdit' dia' D. R. dixit retulit & p'opala- vit, videt' He (eund' A. innuens) hath stolen my, &c. Quod quidm' falsod' & scandaloso' verbor' dictionis & p'palaconis p'ertu idm' A. non solum in bonis p'oine & Famia lesus est verū etiam in p'xor' suis p'ficiend'

A Record of a Declaration in an Action of Slander, and Judgment and Recovery thereupon, &c.

ficienti cum honestis personis omnibus in emendatione vendendi & bargainandi multum impeditur fuit. Accertiam quosdam alios personarum & subditur dictus D. R. nunc ea occasione seipsum a Consortio ejusdem A. subtrahere & Consortium cum eo habere penitus recusabit & adhuc recusant unde, &c. ad Dampnum, &c. Et inde producit sextam, &c.

Plea Non
Cul.

Issue.

Venire.

Verdict.

Damages.

Judgment.

Et predictus B. per, &c. & dicit, &c. quia dicit per ipsum non est Culpus de dictione & propalatione verborum in Narratio predicta superius specificata nec de aliqua parte eorum modo & forma prout predicta A. superius versum queritur & de hoc ponit se super Patriam Et predictus B. similiter Ideo (the Venire awarded) &c. Et Juror inter partes predicta qui ad dicendum veritatem de & super promissis predicta electi tria & jurat dicunt super sacramentum suum quod predictus B. est Culpus de dictione & propalatione dictorum verborum in Narratio predicta specific & amittunt dampna dicta A. occasione dictorum & propalationum eorum verborum ultra Miss & Custag per ipsum circa sextam suam in hac parte expens ad . . . & pro eisdem Miss & Custag ad . . . Ideo confitetur per eandem Curiam quod dicta A. recuperet versus eundem B. dampna sua predicta per Juror predicta in forma predicta Assessa accertiam . . . pro Miss & Custag suis que quidem Dampna in toto se attingunt ad . . . &c.

In cujus Rei Testimonium sigilli Seneschalli Curie predictae est appositum, Dat. apud . . . (Die & Anno.)

Et

Et unde idem A. petit quod dicat B. Errors assigned on the false judgment.
ostendat Cur hic & assignet Defectus ubi
falsum Judic fact' est in dicta Loquela si
quodvis ibi fact' fuerit Unde prefat' B.
dicit quod idem Record vitiosum est &
balde defectuum existit scilicet in eo quia
non liquet per Record eorum quibus
Cur tenet fuit Ne in hoc quod p'dict' A.
in Parc sua questus est se Dampn' here
& deteriorat' fuisse ad Valenc' ... cum
per leges hujus Rñi eadē Cur placita
non potest tenere de ... &c.

See Proceſſe and Pleadings in this Court,
touching Copyhold Lands, towards the End
of the Book.

Forms of Admissions, Surrenders, Presentments, Recoveries, &c.

Maner' } ff Curia Baron' Spec' A. B. Militis
 de } Domini Manerii prædicti ibidem
 S.—. } tent' pro Manerio prædict' die, &c.
 coram W. B. Armigero Senescallo
 ibidem.

Homagium { D. C. } Jur'. | { H. L. } Jur'.
 { T. G. }

Admission,
 of the Son
 and Heir
 on the
 Death of
 his Father
 in Tail,
 and a Sur-
 render by
 the Mother
 of her E-
 state for
 Life, and
 an Admissi-
 on of the
 Son there-
 upon in
 Fee.

CUM ad Curiam Baron' tent' pro
 Manerio prædict' decimo sexto die
 Jacobus Anna Regni Dni Caroli nu-
 per Regis Angl, &c. vicesimo J. M.
 qui fuit filius Primogenitus & prior-
 mus Heres J. M. Senioris pantea de-
 funa' & Marie uxoris ejus admissus fuit
 Tenens Dni ubi & Heredibus suis ad
 reversionem & remanere omnium & singu-
 lorum Messuagiorum Terrarum & Cene-
 mentorum postea mentionat' videlicet uni-
 us Tenementi (vocat' Hofes) Periorabilis
 cum omnibus & singulis pertinentiis eidem
 Tenemento spectand' necnon quinque Crof-
 tar' terre præti & pasture simul adjacent
 continend' p estimationem quadragin' acr-
 (sive plus sive minus) necnon trium Crof-
 tar' sive Clausur' terre præti, &c. Necnon
 unius Tenementi Periot' (vocat' C. B.
 alias

alias M.) cum omnibus suis pertinentiis eidem Tenemento spectant & pertinet cum tribus Croftis sive Clausuris terre prati & pasture contigue & insimul adjacent continend p estimationem decem acras (quando acciderit) post mortem dicte M. Matris ejus Que quidam premissa dicti J. & M. tenuerunt eisdem J. & M. & Heredibus de corpore dicti J. M. sicut de corpore dicte M. legitime procrea. Et p defectu talis Erit? Remanere inde Heredib? de corpore dicti J. M. jura & p defectu talis Erit? Remanere inde dicto J. M. Patri & Heredibus suis imppetuum put p rotulum ejusdem Curie patet Modo ad hanc Curiam testat? est p Senescallum pdictum & computum p Homagium qd? citra ultimam Curiam & ante hanc Curiam scilicet decimo sexto die Decembris instans dicta M. W. Tenens Customar? hujus Manerii (put durans termino vite sue naturalis) sursum reddit in manus Domini Manerii pdicti p manus dicti Senescalli p virgam secundum consuetudinem Manerii pdicti totum jus stat? titulum & interesse sua de & in omnibus & singulis pmiis prediis cum pertinentiis Pernon unum Cotagium cum pertinentiis in tenura J. G. unam pomarium & unum acram terre (sive plus sive minus) eidem Cotagio ptinent Et omnia al? Customar? Messuag Cotagia Terras Tenementa & Hereditamenta sua quacunq? tenent de Manerio pdicto ad opus & usum dicti J. W. Filii Hered? & Alij suorum imppetum Qui quidem J. p. lens

sens hic in Cur' humiliter petit se admitti ad pmissa p'dicta cum p'tinentiis secundum formam & effectum sursurredditionis p'dictae Cui Dominus Manerii p'dicti p' Senescallum suum p'dict' concessit inde seigniam p' virgam habend' & tenend' omnia & singula pmissa p'dict' cum p'tinētibz Heredibus suis De Domino p' virgam ad voluntatem Dni secundum consuetudinem Manerii p'dicti p' reddit' servicia & consuetudines inde prius Debit' & de jure consuet' Et dat Domino de Fine, &c. admissus est inde Tenens facitoz Domino fidelitat', &c.

A Surrender of Parcel of the Premises in Fee, to make a Tenant to the Precipe, in order to suffer a Common Recovery.

Et postea p'dictus J. W. in propria persona sua venit & in apta Curia sursurreddidit in manus Dni Manerii p'dicti p' manus d'icti Senescalli p' virgam secundum Consuetudinem Manerii p'dicti omnia & singula pmissa p'dicta cum p'tinentiis, (Except' uno Cotr' sive Clausur' prati sive pasture vocat' Long-Mead continēd' p' estimationem octo acras sive plus sive minus Acetiam except' parte pomarii p'tinēd' cuidam Messuagio vocat' G. continēd' p' estimationem dimid' Rodē terre) tenet' de Manerio p'dicto & omnia al' Cusstomar' Messuag' Cotagia terras & Tenementa sua tenet' de Manerio p'dict' Ad opus & usum C. P. Sen & Hered' & Assign' suorum imprecium Qui quidem C. p'sens hic in Curia humillime petit se admitti ad pmissa p'dict' cum p'tinentiis (except' p'except') secundum formam & effectum sursurredditionis p'dict' Cui Dominus

Dominus Manerit p̄dia' p̄ Beneficium suum
p̄dia' concessit inde seissnam p̄ virgam ha-
bent & tenent ubi & Heredibus suis de
Domino p̄ virgam ad voluntatem Domi-
ni secundum consuetudinem Manerit
p̄dia' p̄ reddit' servic' & consuetudines
inde prius debet & de jure consuet' Et
dat Domino de fine, &c. Et admissus
est Tenens fecitor Domino fidelitatem.

Et postea sedente eadem Curia venit A Recovery thereupon, the Tenant appears gratis after Process.
R. S. Armig in p̄pria p̄sona sua & que-
ritur p̄sus p̄fat C. P. p̄sentem in Curia
de placito terre videlicet, de tribus Mes-
suagiis tribus horreis tribus pomariis viginti
acr' terre quadragin' acr' prati & quinquagint'
acris pasture cum p̄tinentiis in S.
infra Jurisdia' hujus Curie Et fecit
p̄testationem p̄sequi querelam suam in
Curia ista in forma & natura brevis Do-
mini Regis nunc de ingressu super disseis-
nam en le post ad communem legem secun-
dum consuetudinem Manerit p̄dicti Et
invenit p̄lez de p̄sequendo querelam suam
p̄dictam videlicet R. S. & R. S. Et
petit processum et inde fieri secundum con-
suetudinem Manerit p̄dicti p̄sus p̄fat
C. P. dirigend' Et ei conceditur, &c. Sed
idem C. P. p̄sens in ista eadem Cu-
ria gratis comperuit ad placitum p̄-
dictum.

Et sup hoc p̄dictus R. S. in p̄pria per- Count per le Demandant vers' le Tenant.
sona sua petit p̄sus p̄fat C. P. p̄dicta
tria Messuagia tria horrea tria pomaria
viginti acr' terre quadraginta acras prati

Et quinquaginta acce pasture cum pertinenciis in S. infra Iurisdictionem huius Curie ut ius & Hereditatem suam secundum consuetudinem Manerii pdicti Et in eodem C. P. non habet ingressu nisi post diffinitionem quam J. N. inde iniuste & sine Iudicio fecit p̄fat. R. S. infra triginta annos iam ult. elapsi. Et unde dicit qd ipsemet fuit seignior de pdictis tribus Messuagiis tribus horreis tribus pomariis viginti acce terre quadraginta acce prati & quinquaginta acce pasture cum pertinenciis in dominio suo ut de feodo & iure secundum consuetudinem Manerii pdicti tempore patris tempore Domini Regis nunc apud inde expleat. ad valent. &c. Et in que, &c. Et inde producat litteram, &c.

Tenant
Vouches.
J. W.

Et sup hoc pdictus C. P. in p̄pria persona sua venit & defendit ius suum quando, &c. Et vocat inde ad warrantandum pdict. J. N. qui p̄sens hic in Curia in p̄pria persona sua gratis p̄dicta tria Messuagia tria horrea tria pomaria viginti acce terre quadraginta acce prati & quinquaginta acce pasture cum pertinenciis ei warrantat.

Count vers
J. W. per
le Deman-
dant.

Et sup hoc pdictus R. S. petit illud p̄fat. J. N. Tenentem p̄ warrantiam suam pdicta tria Messuagia tria horrea tria pomaria viginti acce terre quadraginta acce prati & quinquaginta acce pasture cum pertinenciis in forma pdicta & unde dicit quod ipsemet fuit seignior de

Tenementis p̄dictis cum p̄tinentiis in Do-
minico suo ut de feodo & jure secundum
consuetudinem Manerii p̄dicti tempore
pacis tempore Domini Regis nunc ca-
piendū inde exple. ad valentiam, &c. Et
in q̄, &c. Et inde p̄ducat sextam, &c.

Et sup̄ hoc p̄dictus J. Tenens per War-
rantiam suam venit & defendit jus suum
quando, &c. Et ulterius vocat ad war-
rantizandum C. J. qui similiter p̄sens est
hic in Curia in p̄pria persona sua Et
gratis Tenementa p̄dicta cum p̄tinentiis
ei warrantizat, &c.

J. W. V u-
ches the
Common
Vouchee.

Et sup̄ hoc p̄dictus R. S. petit s̄lus
p̄sae C. J. Tenentem p̄ warrantiam suam
p̄dicta tria Messuagia tria horrea tria po-
maria viginti acras terre quadraginta a-
cras p̄rati & quinquagint acras pasture
cum p̄tinentiis in forma p̄dicta Et unde
dicit qđ ipsemet fuit sc̄latus de Tenemen-
tis p̄dictis cum p̄tinentiis in Dominico
suo ut de feodo & jure tempore pacis tem-
pore Domini Regis nunc capiendū inde
exple. ad valentiam, &c. Et in que, &c.
Et inde p̄ducat sextam, &c.

Demar-
dant count-
against the
Common
Vouchee.

Et super hoc p̄dictus C. Tenens per
Warrantiam suam p̄dictam in p̄pria
p̄sona sua venit & defendit jus suum
quando, &c. Et dicit qđ p̄dicta J. R. non
disseisavit p̄dictum R. S. de Tenementis
p̄dictis cum p̄tinentiis p̄out idem R. S.
per breve & narrationem sua p̄dicta sup̄ius
sup̄s̄d Et de hoc ponit se sup̄ patriam

Defence of
the Com-
mon Vou-
chee, and
Seisin grant-
ed to the
Deman-
dant.

Et p̄dictus R. S. petit licentiam inde interloquendū usq; ad horam primam post meridiem istius diei & ei conceditur Et eadem hora dat' est p̄dicto C. J. &c. Et postea scilicet ad horam primam post meridiem ejusdem diei idem R. S. re venit hic in Curia in p̄pria p̄sona sua Et p̄dictus C. J. licet solempniter exa' non re venit sed in contemptum Curie recessit & default' fecit Ideo secundum consuetudinem Manerii p̄dicti considerat' est per Curiam hic quod p̄dictus R. S. recuperet seisinam suam versus p̄dictum C. P. de Tenementis p̄dictis cum p̄tinentiis habendū & tenendū eidem R. S. & Heredibus suis ad voluntatem Domini secundum consuetudinem Manerii p̄dicti quiete de p̄dicto C. P. & Heredibus suis impetuum Et quod idem C. P. habeat de Terris & Tenementis p̄dictis f. III. ad valenc', &c. infra, &c. Et quod idem J. W. ulterius habeat de terris p̄dicti C. J. ad valenciam, &c. infra, &c. Et quod idem C. J. sit in Misericordia, &c. Et super hoc p̄dictus R. S. petit p̄ceptē Ministra hujus Curie dirigendū de habere fac' ei inde plenā seisinam de & in p̄dictis tribus Messuagiis tribus horreis tribus pomariis viginti acris terre quadraginta acr' p̄ati & quinquaginta acr' pasture cum p̄tinentiis Et ei conceditur rectonabile hic indilate.

Et postea scilicet hoc instante die Min:
 ster Cur' predicta' ut Ballivus ibidem sci:
 licet C. S. recognovit preceptum predicta'
 sibi inde directa' in omnibus servit' & in
 forma Juris execut', (viz.) Quod ipse
 virtute precepti preb' isto eodem die habere
 fecit dicto R. S. plenar' Seisinam de & in
 predictis tribus Messuagis tribus hor:
 reis tribus pomariis viginti acris terre
 quadraginta aer' prati & quinquagint'
 aer' pasture cum ptin' sic recuperat' prout
 ei superius mandatum fuit Et super hoc
 modo ad istam eandem Curiam venit pre:
 fat' R. S. in ppria persona sua Et humi:
 liter petit se admitti ad predicta tria Mes:
 suagia tria horrea tria pomaria viginti
 aer' terre quadragint' aer' prati & quin:
 quagint' aer' pasture cum ptinenciis se:
 cundum formam & effectum recupera:
 tionis predicta' & executionis inde Et
 secundum consuetudinem Manerii pre:
 dicti Cui Dominus Manerii predicti
 p' Benescallum suum predictum concessit
 inde Seisinam p' virgam habend' & tenend'
 omnia & singula premissa predicta cum
 ptinenciis p'fat' R. S. Hered' & Aliis
 suis de Domino p' virgam ad volunta:
 tem Domini secundum consuetudinem
 Manerii predicti p' reddit' Servic' & con:
 fuerud' inde prius debet' & de jure consuet'
 Et dat Domino de fine, &c. Et admissus
 est inde Tenens fecitq' Domino fidelitatem.

Retorn of
 the Precept
 of Seisin,
 and Admis:
 sion of the
 Deman:
 dant.

The Tenant and Vouches surrender and release to the Demandant.

Et postea venerunt predicti C. P. J. M. & C. J. in propriis personis suis Et in plena Curia sursum reddiderunt in manus Domini Manerii predicti per manus dicti Seneschalli per virgam secundum consuetudinem Manerii predicti predicta tria Massagia tria horrea tria pomaria viginti acree terre quadraginti acree prati & quinquaginti acree pasture cum pertinentiis ad opus & usum predicti R. S. Heredi & Aliis suorum imppetuum Et ulterius remiserunt relaxaverunt & pro seipsis & Heredibus suis imppetuum quiete claud predicti R. S. (in sua plena & pacifica possessione & seisin existens) & Heredibus suis totum jus statum titulum clameum & demand sua quecumque que unquam habuerunt habent seu quovismodo in futurum habere poterint de & in Tenementis predictis aut de & in aliqua inde parte vel parcella Necnon omnes & omnimodum Errores Misprisiones & Actiones qualescunque.

Demandant surrenders and releases to T. C. in Fee, who is admitted.

Et postea predictus R. S. venit in propria persona sua & in apta Curia sursum reddidit in manus Domini Manerii predicti per manus dicti Seneschalli per virgam secundum consuetudinem Manerii predicti omnia & singula premissa predictum pertinentiis sic ut prefertur in forma predicti recuperat Et totum jus statum titulum clameum & demand sua quecumque adinde Ad opus & usum T. C. Gen & Heredi & Aliis suorum imppetuum

tuum Cui quidem T. C. presens hic in Curia humiliter petit se admitti ad premissa predia cum pertinentiis secundum formam & effectum sursum redditionis predia Cui Dominus Manerii predicti p Seneschallum suum predicti concecit inde Seisnam per virgam habendam & tenendam sibi & Heredibus suis de Domino Manerii predicti p virgam ad voluntatem Domini secundum consuetudinem Manerii predicti per redditum servitium & consuetudines inde prius debitas & de jure consuetas Et dat Domino de fine, &c. admissus est inde Tenens fecitque Domino fidelitatem.

Maner' } *ff. Visus Franc. Pleg. Domini Regis*
de S--- } *cum Curia Baron. A. B. Mil. ibid.*
tent. pro Manerio prædicto die,
&c. coram W. B. Armigero Sene-
schallo ibidem.

Effon' Tenen.

W. H. & H. R.

Juratores pro D'no Rege cum Homagio.

<i>D. C. Gen.</i>	} <i>Jur'.</i>	<i>J. S.</i>	} <i>Jur'.</i>
<i>T. G.</i>		<i>H. L.</i>	
<i>P. G.</i>		<i>G. R.</i>	
<i>T. D.</i>		<i>J. T.</i>	

<i>R. W.</i>	} <i>Tenentes Jurati.</i>
<i>W. C.</i>	
<i>J. C.</i>	
<i>R. A.</i>	
<i>H. P.</i>	

Communis
Finis &
Mia' Te-
nen'.

Qui quidem Juratores jurat' & ones
 rat' super Sacramentum suum di-
 cunt quod dant Domino de communi
 fine 18 d.

Et qñ R. S. Arm 6 d. A. W. Gen.
6 d. S. B. Gen 6 d. W. P. Gen. 6 d.
J. C. 6 d. T. W. Gen 6 d. A. B. Gen
6 d. W. I. 6 d. W. P. 6 d. J. W. Gen
6 d. J. B. 6 d. P. R. 6 d. & W. R. 6 d.
sunt

sunt Tenentes hujus Manerii & debent
sextam ad hanc Curiam & fecerunt default'
Ideo quilibet eorum in misericordia est
pout patet super eorum capita.

Item presentant quod J. W. 30 d. & Constable
J. B. 30 d. sunt Constabularii Et non sunt in Mia^a, for
hic ad visum Franc pleg ad presentand Default at
id quod ad Officium illud pertinet sed fe- the Lete.
cerunt default' Ideo uterque eorum in
misericordia est pout patet super eorum
capita.

Item presentant qd R. P. est communis A Drunk-
Bibo, (Anglice a common Drunkard) Ideo ard in Mia^a.
ipse in Mia^a 1 s.

Ad hanc Letam presentat est p Homag Mis^a of Te-
quod D. C. Gen 30 d. H. P. 12 d. H. L. dants for
12 d. J. B. 12 d. J. R. jun 6 d. R. W. digging on
12 d. C. H. 12 d. C. C. 12 d. R. B. Arm the Com-
4 s. C. C. 2 s. W. P. 18 d. W. P. 12 d. mon.
citra ultimam Curiam & ante hanc Cu-
riam effoderunt (Anglice dug up) Domini
terram sup Communiam Ideo quilibet
eorum in misericordia est pout patet su-
per eorum capita.

Cum ad Curiam ibidem tent die Mar- Admission
tis existeret duodecimo die Aprilis Anno in Fee on
Reg Caroli nuper Regis Angl, &c. decimo Death of
octavo C. C. Miles, & W. C. Gen admissi Two Te-
fuerunt tenentes Domino p termino vite nants for
eorum remanere inde post eorum decessum Life, and a
D. C. & heredi corporis ejus & p defectu Remainder
talis exitus A. B. Bozot ejusdem D. C. in Tail, ac-
heredi according to
a Will, &c.

Hereditibus suis imperpetuum ex sursum-
 redditione & secundum formam & effectum
 ultime voluntatis G. W. Gen Ad unum
 Messuagium Ave Teneamentum & duas
 Croftas terre continen per estimationem
 quinqz acras (vocat Hortes) eum ptinencis
 prout p Rotulum ejusdem Curie patet
 Que quidem D. C. ante hanc Curiam
 obiit sine exitu de corpore ejus legitime
 procreat' Heriam pdictus C. C. Miles &
 pdict' W. C. Gen diu ante hanc Curiam
 obierunt Modo ad hanc Curiam post
 secundam Proclamationem facta venit pdic-
 ta A. S. Uxor P. S. Gen & humiliter
 petit se admitti ad premissa predicta cum
 ptinenciis secundum formam & effectum
 Testamenti predicti Cui quidem Anne
 Dominus Manerii predicti p Beneschallum
 suum predictum concessit inde Seisnam p
 virgam habendi & tenendi premissa predicta
 cum ptinenciis prefat' A. S. Hereditibus &
 Magnatis suis imperpetuum secundum for-
 mam & effectum dicti ultime voluntatis
 predicti G. W. per reddit' servitia & con-
 suetudines inde prius debiti & de jure
 consuet' & Admiss. est inde tenens & dat
 Domino de fine prout patet Et predicta
 P. vir ejus fecit Domino fidelitatem.

Present-
 ments and
 Amercia-
 nents.

Item presentant sup Sacramentum suum
 pdi qd R. S. Ar' M. P. Gen C. B. Gen
 C. W. Gen R. B. Gen H. D. Gen S. B.
 Gen & A. B. Gen sunt Tenentes hujus
 Manerii & debent sectam ad hanc Curiam
 Et ad hunc diem fecerunt default' Ideo
 quilibet eorum in Misd 6 d.

Defaulters.

Item

Item presentant qđ H. S. est commu- ^{Disorderly}
nis Tipulatoꝝ & permittit perturbati- ^{House.}
ones (Anglice Disorders) in Domo sua
contra Statutum Ideo in misericordia
est 10 s.

Item presentant R. P. pro communi Bi- ^{Common}
hone (Anglice a Common Tippler) Ideo ^{Tippler.}
iple in misericordia 2 s. 4 d.

Item J. S. & J. W. electi sunt ad Of- ^{Constables}
ficium Constabular infra Letam de S. ^{sworn.}
pdiā p anno sequend pdiā J. S. pre-
sens in Curia existens jurat fuit ad ex-
ercendū Officiū pdictum pro tempore
pdicto.

Item elegerunt J. S. & R. W. esse ^{Wood-}
Custodes Boscoꝝ Domini (Anglice Wood- ^{wards.}
wards) infra Manerium pdictum pro Anno
sequenti.

Item elegerunt W. C. esse Custatoꝝ ^{Ale-con-}
cerbiſſe (Anglice Ale-conner) infra Mane- ^{ners.}
rium pdiā pro tempore pdicto.

Item elegerunt H. P. & R. W. esse ^{Hoggards:}
Custod Boscoꝝum (Anglice Hoggards) in-
fra Manerium pdi p Anno pdicto.

Cum ad Curiam ibidem tent' p Ma. ^{Admissio}
nerio pdicto decimo sexto die Octobris An- ^{W. W. in-}
Domini Millesimo septentesimo quinquā- ^{fantis ex-}
gesimo quinto H. P. admissus fuit tenens ^{sursumred-}
Domini ſibi & Heredibus corpoꝝis ejus ^{H. P. Te-}
legitime ^{nen' in Tal-}
^{lio general.}

sens hic in Cur' humiliter petit se admitti ad pmissa p'dicta cum ptinentiis secundum formam & effectum sursumreditionis p'dictæ Cui Dominus Manerii p'dicti p' Senescallum suum p'dict' concessit inde seisinam p' virgam habend' & tenend' omnia & singula pmissa p'dicta cum pertinentiis & hereditibus suis De Domino p' virgam ad voluntatem Dñd secundum consuetudinem Manerii p'dicti p' reddit' servicia & consuetudines inde prius debet' & de jure consuet' Et dat Domino de Fine, &c. admissus est inde Tenens facitq' Domino fidelitat', &c.

A Surrender of Parcel of the Premises in Fee, to make a Tenant to the Precipe, in order to suffer a Common Recovery.

Et postea p'dictus J. W. in propria persona sua venit & in apta Curia sursumreddidit in manus Dñd Manerii p'dicti p' manus dñci Senescalli p' virgam secundum Consuetudinem Manerii p'dicti omnia & singula pmissa p'dicta cum pertinentiis, (Except' uno Cote sive Clausur' prati sive pasture vocat' Long-Mead continend' p' estimationem octo acras sive plus sive minus Acetiam except' parte pomarii p'tinend' cuidam Messuagio vocat' G. continend' p' estimationem dimid' Rodde terre) tent' de Manerio p'dicto & omnia al' Customar' Messuag' Cotagia terras & Censuramenta sua tent' de Manerio p'dict' Ad opus & usum C. P. Sen' & Hered' & Assign' suorum imppecuum Qui quidem C. p'sens hic in Curia humillime petit se admitti ad pmissa p'dicta cum pertinentiis (except' p'cept') secundum formam & effectum sursumreditionis p'dictæ Cui Dominus

Dominus Manerit p̄dia' p̄ Beneficium suum
p̄dia' concessit inde seisinam p̄ virgam Ma-
bent & tenent ubi & Hereditibus suis de
Domino p̄ virgam ad voluntatem Domi-
ni secundum consuetudinem Manerit
p̄dia' p̄ reddit' servic' & consuetudines
inde prius debet & de jure consuet' Et
dat Domino de fine, &c. Et admissus
est Tenens fecitq; Domino fidelitatem.

Et postea sedente eadem Curia venit <sup>A Recove-
ry thereup-
on, the
Tenant ap-
pears gra-
tis after
Process.</sup>
R. S. Armig in p̄pria p̄sona sua & ques-
ritur s̄lus p̄fat C. P. p̄sentem in Curia
de placito terre videlicet, de tribus Mes-
suagiis tribus horreis tribus pomariis viginti
acr' terre quadragin' acr' prati & quinquag-
int' acris pasture cum p̄tinentiis in S.
infra Jurisdia' hujus Curie Et fecit
p̄testationem p̄sequi querelam suam in
Curia ista in forma & natura brevis Do-
mini Regis nunc de ingressu super disseli-
nam en le post ad communem legem secun-
dum consuetudinem Manerit p̄dicti Et
invenit p̄lez de p̄sequendo querelam suam
p̄dictam videlicet R. S. & R. S. Et
petit processum et inde fieri secundum con-
suetudinem Manerit p̄dicti s̄lus p̄fat
C. P. dirigend' Et ei conceditur, &c. Sed
idem C. P. p̄sens in ista eadem Cu-
ria gratis comperuit ad placitum p̄e-
dictum.

Et sup hoc p̄dictus R. S. in p̄pria per- <sup>Count per
le Deman-
dant vers'
le Tenant.</sup>
sona sua petit s̄lus p̄fat C. P. p̄dicta
tria Messuagia tria horrea tria pomaria
viginti acr' terre quadraginta acras prati

Et quinquaginta acce pasture cum pertinenciis in S. infra Iurisdictionem huius Curie ut ius & Hereditatem suam secundum consuetudinem Manerii p̄dicti Et in eodem C. P. non habet ingressu nisi post diffinitionem quam J. N. inde iniuste & sine Iudicio fecit p̄fat. R. S. infra triginta annos iam ult. lapsi. Et unde dicit quod ipsemet fuit iussus de p̄dictis tribus Messuagiis tribus horreis tribus pomariis viginti acce terre quadraginta acce prati & quinquaginta acce pasture cum pertinenciis in dominico suo ut de feodo & iure secundum consuetudinem Manerii p̄dicti tempore pacis tempore Domini Regis nunc capiendi inde exple. ad valenc. &c. Et in que, &c. Et inde producat litteram, &c.

Tenant
Vouches.
J. W.

Et sup hoc p̄dictus C. P. in p̄pria persona sua venit & defendit ius suum quantum de, &c. Et vocat inde ad warrantizandum p̄dict. J. W. qui plens hic in Curia in p̄pria persona sua gratis p̄dicta tria Messuagia tria horrea tria pomaria viginti acce terre quadraginta acce prati & quinquaginta acce pasture cum pertinenciis ei warrantizet.

Count vers
J. W. per
le Deman-
dant.

Et sup hoc p̄dictus R. S. petit illud p̄fat. J. W. Tenentem p warrantiam suam p̄dicta tria Messuagia tria horrea tria pomaria viginti acce terre quadraginta acce prati & quinquaginta acce pasture cum pertinenciis in forma p̄dicta & unde dicit quod ipsemet fuit iussus de

Tenementis p̄dictis cum p̄tinentiis in Do-
minico suo ut de feodo & jure secundum
consuetudinem Manerii p̄dicti tempore
pacis tempore Domini Regis nunc ca-
piendū inde exple. ad valentiam, &c. Et
in q̄, &c. Et inde p̄ducit sextam, &c.

Et sup hoc p̄dictus J. Tenens per War-
rantiam suam venit & defendit jus suum
quando, &c. Et ulterius vocat ad war-
rantizandum C. J. qui similiter p̄sens est
hic in Curia in p̄pria persona sua Et
gratis Tenementa p̄dicta cum p̄tinentiis
ei warrantizat, &c.

J. W. V u-
ches the
Common
Vouchee.

Et sup hoc p̄dictus R. S. petit p̄lus
p̄lat C. J. Tenentem p̄ warrantiam suam
p̄dicta tria Messuagia tria horeca tria po-
maria viginti acras terre quadraginta a-
cras p̄lat & quinquagint acras pasture
cum p̄tinentiis in forma p̄dicta Et unde
dicit qđ ipsemet fuit seilūsus de Tenemen-
tis p̄dictis cum p̄tinentiis in Dominico
suo ut de feodo & jure tempore pacis tem-
pore Domini Regis nunc capiendū inde
exple. ad valentiam, &c. Et in que, &c.
Et inde p̄ducit sextam, &c.

Deman-
dant counts
against the
Common
Vouchee.

Et super hoc p̄dictus C. Tenens per
Warrantiam suam p̄dictam in p̄pria
plona sua venit & defendit jus suum
quando, &c. Et dicit qđ p̄dicta J. R. non
diseisibit p̄dictum R. S. de Tenementis
p̄dictis cum p̄tinentiis p̄out idem R. S.
per breve & narrationem sua p̄dicta sup̄ius
supps. Et de hoc ponit se sup patriam
Et

Defence of
the Com-
mon Vou-
chee, and
Seilin grant-
ed to the
Deman-
dant.

Et p̄dictus R. S. petit licentiam inde interloquendū usq; ad horam primam post meridiem istius diei & ei conceditur Et eadem hora dat' est p̄dicto C. J. &c. Et postea scilicet ad horam primam post meridiem ejusdem diei idem R. S. rebenit hic in Curia in p̄pria p̄sona sua Et p̄dictus C. J. licet solempniter exa' non rebenit sed in contemptum Curie recessit & defalt' fecit Ideo secundum consuetudinem Manerii p̄dicti considerat' est per Curiam hic quod p̄dictus R. S. recuperet seisinam suam versus p̄dictum C. P. de Tenementis p̄dictis cum p̄tinentiis habendū & tenendū eidem R. S. & Heredibus suis ad voluntatem Domini secundum consuetudinem Manerii p̄dicti quiete de p̄dicto C. P. & Heredibus suis impetuum Et quod idem C. P. habeat de Terris & Tenementis p̄fectis f. W. ad valenc, &c. infra, &c. Et quod idem J. W. ulterius habeat de terris p̄dicti C. J. ad valenciam, &c. infra, &c. Et quod idem C. J. sit in Misericordia, &c. Et super hoc p̄dictus R. S. petit p̄ceptē Ministra hujus Curie dirigendū de habere fac' ei inde plenar' seisinam de & in p̄dictis tribus Messuagiis tribus horreis tribus pomariis viginti acris terre quadraginta acr' p̄ati & quinquagintē acr' pasture cum p̄tinentiis Et ei conceditur rectonabile hic indilate.

Et postea scilicet hoc instante die Mini-
 ster Cur' predicta' ut Ballivus ibidem sci-
 licet C. S. recognovit preceptum predicta'
 sibi inde directa' in omnibus servit' & in
 forma Juris execut', (viz.) Quod ipse
 virtute precepti preb' isto eodem die habere
 fecit dicto R. S. plenar' Seisinam de & in
 predictis tribus Messuagis tribus hor-
 reis tribus pomariis viginti acris terre
 quadraginta acr' prati & quinquagint'
 acr' pasture cum p'tin' sic recuperat' prout
 ei superius mandatum fuit Et super hoc
 modo ad istam eandem Curiam venit pre-
 fat' R. S. in ppria persona sua Et humi-
 liter petit se admitti ad predicta tria Mes-
 suagia tria horrea tria pomaria viginti
 acr' terre quadragint' acr' prati & quin-
 quagint' acr' pasture cum p'tinenciis se-
 cundum formam & effectum recupera-
 tionis predicta' & executionis inde Et
 secundum consuetudinem Manerii pre-
 dicti Cui Dominus Manerii predicti
 p' Benescallum suum predictum concessit
 inde Seisinam p' virgam habend' & tenend'
 omnia & singula premissa predicta cum
 p'tinenciis p'fat' R. S. Hered' & Aliis
 suis de Domino p' virgam ad volunta-
 tem Domini secundum consuetudinem
 Manerii predicti p' reddit' Servic' & con-
 suetud' inde prius debet' & de jure consuet'
 Et dat Domino de fine, &c. Et admissus
 est inde Tenens fecitq' Domino fidelitatem.

Return of
 the Precept
 of Seisin,
 and Admis-
 sion of the
 Deman-
 dant.

The Tenant and Vouches surrender and release to the Demandant.

Et postea venerunt predicti T. P. J. W. & T. J. in propriis personis suis Et in plena Curia sursum reddiderunt in manus Domini Manerii predicti per manus dicti Seneschalli per virgam secundum consuetudinem Manerii predicti predicta tria messuagia tria horrea tria pomaria viginti acra terre quadraginti acra prati & quinquaginti acra pasture cum pertinentiis ad opus & usum predicti R. S. Heredi & Assignatorum suorum imppetuum Et ulterius remiserunt relaxaverunt & pro seipsis & Heredibus suis imppetuum quiete clam predicti R. S. (in sua plena & pacifica possessione & seisin existens) & Heredibus suis totum jus statum titulum clameum & demandi sua quecumque que unquam habuerunt habent seu quovismodo in futurum habere poterint de & in Tenementis predictis aut de & in aliqua inde parte vel parcella Necnon omnes & omnimodum Errores Misprisiones & Actiones qualescunque.

Demandant surrenders and releases to T. C. in Fee, who is admitted.

Et postea predictus R. S. venit in propria persona sua & in apta Curia sursum reddidit in manus Domini Manerii predicti per manus dicti Seneschalli per virgam secundum consuetudinem Manerii predicti omnia & singula premissa predictorum pertinentiis sic ut prefertur in forma predicti recuperat Et totum jus statum titulum clameum & demandi sua quecumque adinde Ad opus & usum T. C. Heredi & Assignatorum suorum imppetuum

tuum Qui quidem C. C. presens hic in Curia humiliter petit se admitti ad premissa predia cum pertinentiis secundum formam & effectum sursum redditionis predia Cui Dominus Manerii predicti p Seneschallum suum predia concedit inde Seisnam per virgam habendi & tenendi sibi & Heredibus suis de Domino Manerii predicti p virgam ad voluntatem Domini secundum consuetudinem Manerii predicti per reddit' servit' & consuetudines inde prius debet' & de jure consuet' Et dat Domino de Pine, &c. admissus est inde Tenens fecitq Domino fidelitatem.

Maner' } *ff. Vifus Franc. Pleg. Domini Regis*
de S--- } *cum Curia Baron. A. B. Mil. ibid.*
tent. pro Manerio prædicto die,
&c. coram W. B. Armigero Sene-
schallo ibidem.

Effon' Tenen.

W. H. & H. R.

Juratores pro D'no Rege cum Homagio.

<i>D. C. Gen.</i>	} <i>Jur'.</i>	<i>J. S.</i>	} <i>Jur'.</i>
<i>T. G.</i>		<i>H. L.</i>	
<i>P. G.</i>		<i>G. R.</i>	
<i>T. D.</i>		<i>J. T.</i>	

<i>R. W.</i>	} <i>Tenentes Jurati.</i>
<i>W. C.</i>	
<i>J. C.</i>	
<i>R. A.</i>	
<i>H. P.</i>	

Communis
Finis &c
Mia' Te-
nen'.

Qui quidem Juratores jurat' & ones
 rat' super Sacramentum suum di-
 cunt quod dant Domino de communi
 fine 18 d.

Et qd R. S. Arnd 6 d. A. W. Gen.
6 d. S. B. Gen 6 d. M. P. Gen. 6 d.
J. C. 6 d. C. W. Gen 6 d. A. B. Gen
6 d. W. L. 6 d. W. P. 6 d. J. M. Gen
6 d. J. B. 6 d. P. R. 6 d. & W. R. 6 d.
sunt

Hered' & Magn' suoz imperpetuū Pro-
viso semper quod si p̄dica' S. Hered' &
Magn' sui solvant seu solvi fac' eidem
E. R. Executoribus Administratozibus
sive Magn' suis Centum viginti septem
libras & quatuor solidos legalis monete
Anglie super duodecimū diem Novem-
bris qui foret in Anno Domini Millesimo
Sexcentesimo septuagesimo tunc sursumreddū
p̄dica' foret vacua alit' remaneret in ple-
nis hi & virtute.

Ad hanc Cur' tertia Proclamatio solempnit'
facta fuit quod P. G. Cui E. D. antehac
sursumreddū unū Mesuagium cū pertin'
vocat' Godwins & viginti & quatuor acras
terre Customar' eidem pertin' prout patet
per Rotul' Cur' hujus Manerii tenet' hic
primo die Octobris ult' p̄terit' ven' hic
in Cur' admitti tenen' ad tenēta p̄dica'
cū pertin' sed ipse idem P. licet solemp-
nit' erat' non comperuit ad hanc Cur'
sed defalt' fec' Ideo ejus tertia defalt' re-
cordatur Et super hoc p̄cept' est Ballia
hujus Manerii qđ seiret tenēta p̄dica' cū
pertin' in manus Domini Manerii p̄dica'
pro defectu tenen'.

Tertia Pro-
clamatio.

Hereditibus suis imperpetuum ex sursum redditone & secundum formam & effectum ultime voluntatis G. W. Sed Ad unum Messuagium sive Teneamentum & duas Croftas terre continen per estimationem quinq; acras (vocat Hortes) cum pertinentiis prout p Rotulum ejusdem Curie patet Que quidem D. C. ante hanc Curiam obiit sine exitu de corpore ejus legitime procreat' Acetiam p'dictus T. C. Miles & p'dict' W. C. Sed diu ante hanc Curiam obierunt Modo ad hanc Curiam p'se secundam Proclamationem fact' venit p'dicta M. S. Uxor P. S. Sed & humiliter perit se admitti ad p'remissa p'dicta cum pertinentiis secundum formam & effectum Testamenti p'dicti Cui quidem Anne Dominus Manerit p'dict' p Berleschallum suum p'dictum concessit inde Seisnam p virgam habend & tenend p'remissa p'dicta cum pertinentiis p'seat M. S. Hereditibus & Assignatis suis imperpetuum secundum formam & effectum d'ict' ultime voluntatis p'dicti G. W. per reddit' servitia & consuetudines inde prius debui' & de jure consuet' & Admiss. est inde tenens & dat Domino de Fine prout patet Et p'dict' P. vir ejus fecit Domino fidelitatem.

Presentments and Amerciaments.

Defaulters.

Item p'sentant sup Sacramentum suu p'dict' R. S. Ar' M. P. Sed T. B. Sed C. W. Sed R. B. Sed M. W. Sed S. B. Sed & M. B. Sed sunt Tenentes hujus Manerit & debent secam ad hanc Curiam Et ad hunc diem fecerunt default' Quilibet eorum in M'd 6 d.

Item

Item presentant qđ H. S. est commu- ^{Disorderly}
nis Tipulatoꝝ & permittit perturbati- ^{House.}
ones (Anglice Disorders) in Domo sua
contra Statutum Ideo in misericordia
est 10 s.

Item presentant R. P. pro communi Bi- ^{Common}
hone (Anglice a Common Tipler) Ideo ^{Tipler.}
ipse in misericordia 2 s. 4 d.

Item J. S. & J. W. electi sunt ad Of- ^{Constables}
ficiū Constabular infra Retam de S. ^{sworn.}
pdiā p anno sequēd pdiā J. S. pre-
lens in Curia existens jurat' fuit ad ex-
ercend' Officiū pdictum pro tempore
pdicto.

Item elegerunt J. S. & R. W. esse ^{Wood-}
Custodes Boscoꝝ Domini (Anglice Wood- ^{wards.}
wards) infra Manerium pdictum pro Anno
sequenti.

Item elegerunt W. C. esse Custatoꝝ ^{Ale-con-}
cervisie (Anglice Ale-conner) infra Mane- ^{ners.}
rium pdiā pro tempore pdicto.

Item elegerunt H. P. & R. W. esse ^{Hoggards'}
Custod' Porcoꝝum (Anglice Hoggards) in-
fra Manerium pđ p Anno pdicto.

Cum ad Curiam ibidem tent' p Ma- ^{Admissio}
nerio pdicto decimo sexto die Octobris Ad ^{W. W. in-}
Domini Millesimo sexcentesimo quingua- ^{fantis ex}
gesimo quinto H. P. admissus fuit tenens ^{sursumred-}
Domini sibi & Heredibus corpoꝝis ejus ^{ditione}
legitime ^{H. P. Te-}
^{nen' in Tal-}
^{lio general.}

legitime pcreat' ad unum Cotagium Customar' cum ptinenciis adinde spectand' ex sursumredditione W. P. put per rotulum ejusdem Curie patet. Modo ad hanc Curiam compertum est p' Homagium quoddam citra ultimam Curiam & ante hanc Curiam scilicet decimo tertio die Junii ult' preterit' predictus H. sursumreddidit in manus C. B. loco Wallibi & in presentia G. R. & A. B. duorum Customar' Tenend' Manerii predicti totum illud Customar' Messuagium vel Tenementum abuttand' super terras C. R. versus Austr' cum omnibus Edificiis Domibus Structuris horreis stabulis atriis pomariis & gardinis & unum parvum Clausum terre Customar' continend' p' estimationem circa dimid' ac' terre sive plus sive minus eidem Messuagio ptinend' cum singulis ptinenciis nunc in tenura W. S. vel Magd' suoz' ad opus & usum W. W. tertii filii R. W. de S. p'dict' Hered' & Magd' suozum imppetuum Cui quidem W. plenti hic in Curia Dominus Manerii p'dicti p' Seneschallum suum p'dict' concessit inde Seisnam per virgam habendi & tenendi sibi & heredibus suis de D'no p' virgam ad voluntatem Domini secundum Consuetudinem Manerii p'dicti p' reddit' servic' & consuetud' inde prius debet' & de jure consuet' Et dat Domino de Fine prout patet, &c. Et admissus est inde Tenens sed fidelitas respectatur quosque, &c.

Et quia p̄dictus W. est infra etatem, ^{Concess.} (viz.) etatis sex Ann̄ vel eo circiter Cus- ^{Custod.} rod tam corporis quam terrarum p̄dicti ^{ram corpo-} W. concess' est p̄dict' E. W. Patri suo ^{ris quam} usque pervenerit ad etatem quatuordecim ^{Terrar.} Annorum invenien' ei interim vic' vestit' ^{usque per-} & omnia alia necessaria & reddend' ei ra- ^{venerit ad} tionabile computum cum ad etatem p̄es- ^{etatem} dictam p̄benerit Salva interim Domina ¹⁴ Manerii p̄dicti reddit' consuet' & servic' inde debit' Et p̄o tali licentia p̄dictus W. dat Domino de Fine, &c.

Et postea sedente eadem Curia venit ^{Note; A} T. B. in propria persona sua & queritur ^{Common} versus p̄fat' W. W. p̄sentem hic in ^{Recovery} Curia de placito terre (videlicet) de una ^{to dock a} messuagio uno Gardino & una acra Terre ^{general} cum ptinenciis in S. infra Jurisdic- ^{Entail} tionem hujus Curie & fecit p̄testationem p̄sequi querelam suam in Curia ista in forma & natura h̄ebis Domini Regis de ingressu super Disseisinam in le post ad communem legem secundum consuetudinem Manerii p̄dicti Plez de p̄sequeñt querelam suam p̄dictam, videlicet, J. D. & R. R. & petit processum inde fieri secundum consuetudinem Manerii p̄dicti versus p̄fat' W. dirigend' retornabit, &c. Et ei conceditur, &c. Sed idem W. p̄sens in ista eadem Curia gratis comperuit ad placitum p̄dictum Et super hoc p̄dictus T. B. in propria persona sua petit versus p̄fat' W. W. Tene-menta p̄dicta cum ptinenciis in S. p̄dict'

predia' infra Jurisdictionem hujus Curie ut jus & hereditatem suam secundum consuetudinem Manerii predicti Et in que idem W. non habet ingressum nisi post disseisnam quam per J. B. inde injuste & sine Judicio prefat' C. infra triginta annos jam ult' elaps. fact' fuit Et unde dicit quod ipsemet fuit seistus de Tenementis pdia' cum pertinent' in Dominico suo ut de feodo & jure secundum consuetudinem Manerii pdia' tempore pacis tempore Domini Regis nunc capiend' inde exple' ad valenc', &c. Et in que, &c. Et inde producit secam, &c.

Et super hoc pdictus W. per Guardia-
num suum pdia' venit & defendit jus
suum quando, &c. Et vocat inde ad War-
rantizand' predictum W. B. qui presens hic
in Curia in propria plona sua gratis pre-
dicta Tenementa cum pertinentiis ei
Warrantizat, &c.

Et super hoc pdictus C. B. petit ver-
sus prefat' W. B. Tenentem per War-
rantiam suam Tenementa predicta cum
pertinentiis in forma pdia', &c. Et
unde dicit quod ipsemet fuit seistus de
Tenementis pdia' cum pertind' in Do-
minico suo ut de feodo & jure secun-
dum consuetudinem Manerii predicti tem-
pore pacis tempore Domini Regis nunc
capiend' inde Exple' ad valentiam, &c.
Et in que, &c. Et inde producit secam,
&c.

Et super hoc pdictus W. B. Tenens per
Warrantiam suam venit & defendit jus
suum quando, &c. Et ulterius inde vocat

ad Warrantizandū C. A. qui similiter pre-
tens' est hic in Curia in propria persona
sua Et gratis Tenementa p̄dicta cum per-
tinentiis ei Warrantizat, &c.

Et super hoc p̄dictus C. B. petit ver-
sus p̄fat' C. A. Tenentem per Warrantiam
suam p̄dictam Tenementa p̄dicta cum per-
tinentiis in forma p̄dicta', &c. Et unde
dicit quod ipsemet fuit seiscitus de Tene-
mentis p̄dictis cum pertinentiis in Do-
minico suo ut de feodo & jure tempore
pacis tempore Domini Regis nunc ca-
piendū inde exples' ad valentiam, &c. Et
in que, &c. Et inde pducit sextam, &c.

Et super hoc p̄dictus C. A. Tenens
per Warrantiam suam p̄dictam in propria
persona sua venit & defendit jus suum
quando, &c. Et dicit quod p̄dictus J. N.
non disseisavit p̄dictum C. B. de Tene-
mentis p̄dictis cum pertinentiis prout
idem C. B. per breve & Narrationem
sua p̄dicta superius supponit Et de hoc
ponit se super patriam, &c. Et p̄-
dict' C. B. petit licentiam inde interlo-
quendi usque ad horam primam post
meridiem istius diei & ei conceditur
Eadem hora dat' est eidem C. A. &c.

Et postea scilicet ad horam primam
post meridiem ejusd' diei idem C. B. venit
hic in Curia in propria persona sua Et
p̄dictus C. A. licet solempniter exact'
non revenit sed in contempt' Curie recessit
& default' fecit Ideo secundum consue-
tudinem Manerii p̄dicti considerat' est
per Curiam hic quod p̄dict' C. B. recu-
peret Seisinam suam vers' p̄dict' W. W.
de

sens hic in Cur' humiliter petit se admit-
ti ad pmissa p'dicta cum ptinentiis secun-
dum formam & effectum sursumredditio-
nis p'dictæ Cui Dominus Manerii p'dicti
p' Senescallum suum p'dict' concessit inde
seigniam p' virgam habend' & tenend' om-
nia & singula pmissa p'dict' cum pertind
sibi & Heredibus suis De Domino p' virgam
ad voluntatem Dñd secundum consuetu-
dinem Manerii p'dicti p' reddit' servicia
& consuetudines inde prius Debit' & de
jure consuet' Et dat Domino de fine, &c.
admissus est inde Tenens facitoꝝ Domino
fidelitai', &c.

A Surrend-
er of Par-
cel of the
Premises
in Fee, to
make a Te-
nant to the
Precipe,
in order
to suffer a
Common
Recovery.

Et postea p'dictus J. W. in ppria p-
sona sua venit & in apta Curia sursum-
reddidit in manus Dñd Manerii p'dicti p'
manus dñi Senescalli p' virgam secun-
dum Consuetudinem Manerii p'dicti om-
nia & singula pmissa p'dicta cum ptinen-
tiis, (Except' uno Cof' sive Clausur' pra-
ti sive pasture vocat' Long-Mead continend'
p' estimationem octo acras sive plus sive
minus Acetiam except' parte pomarii p-
tined' cuidam Messuagio vocat' G. conti-
ned' p' estimationem dimid' Rodde terre)
tenet' de Manerio p'dicto & omnia al' Cu-
stomar' Messuag' Cotagia terras & Tene-
menta sua tenet' de Manerio p'dict' Ad
opus & usum C. P. Gen' & Hered' &
Assign' suorum imp'petuum Qui quidem
C. p'sens hic in Curia humillime petit
se admitti ad pmissa p'dict' cum ptinen-
tiis (except' p'cept') secundum formam
& effectum sursumreddition' p'dict' Cui
Dominus

Dominus Manerit p̄dia' p̄ Beneficat suum
p̄dia' concessit inde seissnam p̄ virgam ha-
bent & tenent ubi & Heredibus suis de
Domino p̄ virgam ad voluntatem Domi-
ni secundum consuetudinem Manerit
p̄dia' p̄ reddit' servic' & consuetudines
inde prius debet & de jure consuet' Et
dat Domino de fine, &c. Et admissus
est Tenens fecitor Domino fidelitatem.

Et postea sedente eadem Curia venit A Recovery thereupon, the Tenant appears gratis after Process.
R. S. Armig in pp̄ia p̄sona sua & que-
ritur p̄sus p̄fat C. P. p̄sentem in Curia
de placito terre videlicet, de tribus Mes-
suagiis tribus horreis tribus pomariis viginti
acr' terre quadragin' acr' prati & quinquag-
in' acris pasture cum p̄tinentiis in S.
infra Jurisdia' hujus Curie Et fecit
p̄testationem p̄sequi querelam suam in
Curia ista in forma & natura brevis Do-
mini Regis nunc de ingressu super disseis-
nam en le post ad communem legem secun-
dum consuetudinem Manerit p̄dicti Et
invenit p̄lez de p̄sequendo querelam suam
p̄dictam videlicet R. D. & R. R. Et
petit processum et inde fieri secundum con-
suetudinem Manerit p̄dicti p̄sus p̄fat
C. P. dirigend' Et ei conceditur, &c. Sed
idem C. P. p̄sens in ista eadem Cu-
ria gratis comperuit ad placitum p̄-
dictum.

Et sup hoc p̄dictus R. S. in pp̄ia per- Count per le Deman- dant vers' le Tenant.
sona sua petit p̄sus p̄fat C. P. p̄dicta
tria Messuagia tria horrea tria pomaria
viginti acr' terre quadraginta acras prati
X

Et quinquaginta acce pasture cum pertinenciis in S. infra Jurisdictionem hujus Curie ut ius & Hereditatem suam secundum consuetudinem. Manerit p'dicti Et in eadem C. P. non habet ingressus nisi post diffinitionem quam J. N. inde iniuste & sine Iudicio fecit p'fat' R. S. infra triginta annos iam ult' elapsi. Et unde dicit quod ipsemet fuit ligatus de p'dictis tribus messuagiis tribus horreis tribus pomariis viginti acce terre quodraginta acce prati & quinquaginta acce pasture cum pertinenciis in dominico suo ut de feodo & iure secundum consuetudinem. Manerit p'dicti tempore pastis tempore Domini. Argis nunc capiunt inde explet. ad valent, &c. Et in que, &c. Et inde producit sciam, &c.

Tenant
Vouches.
J. W.

Et sup hoc p'dictis C. P. in p'pria persona sua venit & defendit ius suum quanta, &c. Et vocat inde ad Warrantizandum p'dict' J. W. qui p'sens hic in Curia in p'pria persona sua gratis p'predicta tria messuagia tria horrea tria pomaria viginti acce terre quodraginta acce prati & quinquaginta acce pasture cum pertinenciis ei Warrantizet.

Count vers
J. W. per
le Deman-
dant.

Et sup hoc p'dictis R. S. petit p'fat' J. W. Tenentem p' warrantiam suam p'dicta tria messuagia tria horrea tria pomaria viginti acce terre quodraginta acce prati & quinquaginta acce pasture cum pertinenciis in forma p'dicta & unde dicit quod ipsemet fuit ligatus de

Tenementis pdictis cum ptinentiis in Dominico suo ut de feodo & jure secundum consuetudinem Manerii pdicti tempore pacis tempore Domini Regis nunc capiendū inde exple. ad valentiam, &c. Et in q, &c. Et inde producit sextam, &c.

Et sup hoc pdictus J. Tenens per Warrantiam suam venit & defendit jus suum quando, &c. Et ulterius vocat ad warrantizandum C. J. qui similiter plens est hic in Curia in propria persona sua Et gratis Tenementa pdicta cum ptinentiis ei warrantizat, &c.

J. W. V. u-
ches the
Common
Vouchee.

Et sup hoc pdictus R. S. petit Plur pfac C. J. Tenentem p warrantiam suam pdicta tria Messuagia tria horrea tria pomaria viginti acras terre quadraginta acras ppari & quinquagint acras pasture cum ptinentiis in forma pdicta Et unde dicit qđ ipsemet fuit seissitus de Tenementis pdictis cum ptinentiis in Dominico suo ut de feodo & jure tempore pacis tempore Domini Regis nunc capiendū inde exple. ad valentiam, &c. Et in que, &c. Et inde producit sextam, &c.

Demandant counts
against the
Common
Vouchee.

Et super hoc pdictus C. Tenens per Warrantiam suam pdictam in propria persona sua venit & defendit jus suum quando, &c. Et dicit qđ pdicta J. R. non disseisivit pdictum R. S. de Tenementis pdictis cum ptinentiis prout idem R. S. per breve & narrationem sua pdicta supius suppō. Et de hoc ponit se sup patriam

Defence of
the Common
Vouchee, and
Seisin granted
to the
Demandant.

Et p̄dictus R. S. petit licentiam inde interloquendū usq; ad horam primam post meridiem istius diei & ei conceditur Et eadem hora dat' est p̄dicto C. J. &c. Et postea scilicet ad horam primam post meridiem ejusdem diei idem R. S. rebenit hic in Curia in p̄pria p̄sona sua Et p̄dictus C. J. licet solempniter exa' non rebenit sed in contemptum Curie recessit & default' fecit Ideo secundum consuetudinem Manerii p̄dicti considerat' est per Curiam hic quod p̄dictus R. S. recuperet seisinam suam versus p̄dictum C. P. de Tenementis p̄dictis cum p̄tinentiis habendū & tenendū eidem R. S. & Heredibus suis ad voluntatem Domini secundum consuetudinem Manerii p̄dicti quiete de p̄dicto C. P. & Heredibus suis impetuum Et quod idem C. P. habeat de Terris & Tenementis p̄dictis f. III. ad valenc', &c. infra, &c. Et quod idem J. W. ulterius habeat de terris p̄dicti C. J. ad valenciam, &c. infra, &c. Et quod idem C. J. sit in Misericordia, &c. Et super hoc p̄dictus R. S. petit p̄cepte Ministra hujus Curie dirigendū de habere fac' ei inde plenā seisinam de & in p̄dictis tribus Messuagiis tribus horreis tribus pomariis viginti acris terre quadraginta acr' p̄ati & quinquagine acr' pasture cum p̄tinentiis Et ei conceditur rectonabile hic indilate.

Et postea scilicet hoc instante die **Mini-** Retorn of the Precept of Seisin, and Admission of the Demandant.
ster Cur' p'edicta' ut Ballivus ibidem sci-
licet R. S. recognovit preceptum p'edicta'
Abi inde directa' in omnibus servit' & in
forma Juris execut', (viz.) Quod ipse
virtute precepti p'edicti isto eodem die habere
fecit dicto R. S. plenar' Seisinam de & in
p'edictis tribus Messuagis tribus hor-
reis tribus pomariis viginti acris terre
quadraginta acr' prati & quinquagint'
acr' pasture cum p'tin' sic recuperat' prout
ei superius mandatum fuit Et super hoc
modo ad istam eandem Curiam venit p'ez-
fat' R. S. in p'pria persona sua Et humi-
liter petit se admitti ad p'edicta tria Mes-
suagia tria horrea tria pomaria viginti
acr' terre quadraginti' acr' prati & quin-
quaginti' acr' pasture cum p'tinenciis se-
cundum formam & effectum recupera-
tionis p'edicta' & executionis inde Et
secundum consuetudinem Manerii p'ez-
dicti Cui Dominus Manerii p'edicti
p' Benescallum suum p'edictum concessit
inde Seisinam p' virgam habend' & tenend'
omnia & singula p'missa p'edicta cum
p'tinenciis p'fat' R. S. Hered' & Aliis
h'is de Domino p' virgam ad volunta-
tem Domini secundum consuetudinem
Manerii p'edicti p' reddit' Servic' & con-
suetud' inde prius debet' & de jure consuet'
Et dat Domino de fine, &c. Et admissus
est inde Tenens fecitq' Domino fidelitatem.

The Tenant and Vouches surrender and release to the Demander.

Et postea venerunt predicti C. P. J. W. & C. J. in propriis personis suis Et in plena Curia sursumreddiderunt in manus Domini Manerii predicti per manus dicti Beneschalli per virgam secundum consuetudinem Manerii predicti predicta tria Massua tria horrea tria pomaria viginti acra terre quadraginti acra prati & quinquaginti acra pasture cum pertinentiis ad opus & usum predicti R. S. Heredi & Assignatorum suorum imppetuum Et ulterius remiserunt relaxaverunt & per seipsos & Heredibus suis imppetuum quiete clam predicti R. S. (in sua plena & pacifica possessione & seisin existens) & Heredibus suis totum jus statum titulum clameum & demand sua quecumque que unquam habuerunt habent seu quovismodo in futurum habere poterint de & in Tenementis predictis aut de & in aliqua inde parte vel parcella Necnon omnes & omnimodis Errores Misprisiones & Actions qualescunque.

Demandant surrenders and releases to T. C. in Fee, who is admitted.

Et postea predictus R. S. venit in propria persona sua & in apta Curia sursumreddidit in manus Domini Manerii predicti per manus dicti Beneschalli per virgam secundum consuetudinem Manerii predicti omnia & singula premissa predictum pertinentiis sic ut prefertur in forma predicti recuperat Et totum jus statum titulum clameum & demand sua quecumque abinde Ad opus & usum T. C. Heredi & Assignatorum suorum imppetuum

tuum Qui quidem T. C. presens hic in Curia humiliter petit se admitti ad premissa predia cum pertinentiis secundum formam & effectum sursum redditionis predia Cui Dominus Manerii predicti p Seneschallum suum predicti conceat inde Seisnam per virgam habens & tenens sibi & Heredibus suis de Domino Manerit predicti p virgam ad voluntatem Domini secundum consuetudinem Manerit predicti per reddit' servic' & consuetudines inde prius debet' & de jure consuet' Et dat Domino de Fine, &c. admissus est inde Tenens fecitq Domino fidelitatem.

Maner' de S--- } ff. Visus Franc. Pleg. Domini Regis
cum Curia Baron. A. B. Mil. ibid.
tent. pro Manerio prædicto die,
&c. coram W. B. Armigero Sene-
schallo ibidem.

Efflon' Tenen.

W. H. & H. R.

Juratores pro D'no Rege cum Homagio.

D. C. Gen.	} Jur'.	J. S.	} Jur'.
T. G.		H. L.	
P. G.		G. R.	
T. D.		J. T.	

R. W.	} Tenentes Jurati.
W. C.	
J. C.	
R. A.	
H. P.	

Communis
Finis &
Mia' Te-
nen'.

Qui quidem Juratores jurat' & ones-
rat' super Sacramentum suum di-
cunt quod dant Domino de communi
fine 18 d.

Et qui R. S. Arnd 6 d. A. W. Gen.
6 d. S. B. Gen 6 d. W. P. Gen. 6 d.
J. C. 6 d. C. W. Gen 6 d. A. B. Gen
6 d. W. L. 6 d. W. P. 6 d. J. W. Gen
6 d. J. B. 6 d. P. R. 6 d. & W. R. 6 d.
sunt

sunt Tenentes hujus Manerii & debent
secum ad hanc Curiam & fecerunt default'
Ideo quilibet eorum in misericordia est
pout patet super eorum capita.

Item presentant quod J. W. 30 d. & Constable
J. S. 30 d. sunt Constabularii Et non sunt in Misa', for
hic ad visum Franc' pleg' ad presentand' Default at
id quod ad Officium illud pertinet sed fe- the Leet.
cerunt default' Ideo uterque eorum in
misericordia est pout patet super eorum
capita.

Item presentant qd R. P. est communis A Drunk-
Bibo, (Anglice a common Drunkard) Ideo ard in Misa'.
ipse in Misa' 1 s.

Ad hanc Letam presentat' est p' Homag' Misa' of Te-
quod W. C. Gen' 30 d. H. P. 12 d. P. L. dants for
12 d. J. S. 12 d. J. R. jun' 6 d. R. W. digging on
12 d. C. R. 12 d. C. C. 12 d. R. S. Arm' the Com-
4 s. C. C. 2 s. W. P. 18 d. W. P. 12 d. mon.
citra ultimam Curiam & ante hanc Cu-
riam effoderunt (Anglice dug up) Domini
terram sup' Communitam Ideo quilibet
eorum in misericordia est pout patet su-
per eorum capita.

Cum ad Curiam ibidem tent' die Mar- Admission
tis existet' duodecimo die Aprilis Anno in Fee on
Reg' Caroli nuper Regis Angl', &c. decimo Death of
octavo C. C. Miles, & W. C. Gen' admisi Two Te-
suerunt tenentes Domino p' termino vite nants for
eorum remanere inde post eorum decessum Life, and a
W. C. & heredi corporis ejus & p' defectu Remainder
talis exitus H. S. Sorori ejusdem W. C. in Tail, ac-
according to
a Will, &c.
Heredi

Hereditibus suis imperpetuum ex fursam-
 redditione & secundum formam & effectum
 ultime voluntatis B. W. Gen Ad unum
 Messuagium sive Tenementum & duas
 Croftas terre continen per estimationem
 quinq; acras (vocat Hortes) eum ptinencis
 prout p Rotulum ejusdem Curie patet
 Cure quidem D. C. ante hanc Curiam
 obiit sine exitu de corpore ejus legitime
 procreat' Acetiam p'dictus T. C. Miles &
 p'dict' B. C. Gen diu ante hanc Curiam
 obierunt Modo ad hanc Curiam p'p'e
 secundam Proclamationem fca' venit p'dic-
 ta A. S. Uxor P. S. Gen & humiliter
 petit se admitti ad p'remissa p'dicta cum
 ptinenciis secundum formam & effectum
 Testamenti p'dicti Cui quidem Anne
 Dominus Manerit p're p' Beneschallum
 suum p'dictum concessit inde Heisnam p'
 virgam habend' & tenend' p'remissa p'dicta
 cum ptinenciis p'fcat A. S. Hereditibus &
 Magnatis suis imperpetuum secundum for-
 mam & effectum d'ca' ultime voluntatis
 p'dicti B. W. per reddit' servitia & con-
 suetudines inde prius debti' & de jure
 consuet' & Admiss. est inde tenens & dat
 Domino de fine prout patet Et p'dicti
 P. vir ejus fecit Domino fidelitatem.

Present-
 ments and
 Amercia-
 nents.

Item p'sentant sup Sacramentum suu
 p'd q'd R. S. Ar' M. P. Gen T. B. Gen
 C. W. Gen R. B. Gen H. D. Gen S. B.
 Gen & A. B. Gen sunt Tenentes hujus
 Manerit & debent sectam ad hanc Curiam
 Et ad hunc diem fecerunt default' Ideo
 quilibet eorum in M'd 6 d.

Defaulters.

Item

Item presentant qđ H. S. est commu-^{Disorderly}
nis Tipulatoꝝ & permittit perturbati-^{House.}
ones (Anglice Disorders) in Domo sua
contra Statutum Ideo in misericordia
est 10 s.

Item presentant R. P. pro communi Bi-^{Common}
hone (Anglice a Common Tippler) Ideo^{Tippler.}
ipse in misericordia 2 s. 4 d.

Item J. S. & J. W. electi sunt ad Of-^{Constables}
ficiū Constabular' infra Letam de S.^{sworn.}
pdiā' p anno sequēd' pdiā' J. S. pre-
sens in Curia existens jurat' fuit ad ex-
ercendū Officiū predictū pro tempore
predicto.

Item elegerunt J. S. & R. W. esse Wood-
Custodes Boscoꝝ Domini (Anglice Wood-^{wards.}
wards) infra Manerium pdictū pro Anno
sequenti.

Item elegerunt W. C. esse Custatoꝝ Ale-con-
nerbie (Anglice Ale-conner) infra Maner-^{ners.}
rium pdictū pro tempore pdicto.

Item elegerunt H. P. & L. W. esse Hoggards.
Custod' Porcoꝝum (Anglice Hoggards) in-
fra Manerium pđ p Anno pdicto.

Cum ad Curiam ibidem tent' p Ma-^{Admissio}
nerio pdicto decimo sexto die Octobris AD^{W. W. in-}
Domini Millesimo sexcentesimo quingua-^{fantis ex}
gesimo quinto H. P. admissus fuit tenens^{sum red-}
Domini sibi & Heredibus corpoꝝis ejus^{ditione}
legitime^{H. P. Te-}
^{nen' in Tal-}
^{lio general.}

legitime pcreat' ad unum Coragium Customar' cum ptinenciis adinde spectand' ex sursumredditone W. B. put per rotulum ejusdem Curie patet. Modo ad hanc Curiam compertum est p' Homagium quod citra ultimam Curiam & ante hanc Curiam scilicet decimo tertio die Junii ult' preterit' predictus H. sursumreddidit in manus Domini Manerii predicti per manus C. B. loco Ballivi & in presentia G. R. & A. B. duorum Customar' Tened' Manerii predicti totum illud Customar' Messuagium vel Teneamentum abuttand' super terras C. R. versus Aulre cum omnibus Edificiis domibus structuris horreis stabulis atriis pomariis & gardinis & unum parvum Clausum terre Customar' continend' p' estimationem circa dimid' ac' terre sive plus sive minus eidem Messuagio ptinend' cum singulis ptinenciis nunc in tenura W. S. vel Magni suoz' ad opus & usum W. W. tertii filii R. W. de S. p'dict' Hered' & Magni suorum imppetuum Cui quidem W. p'tenti hic in Curia Dominus Manerii p'dicti p' Seneschallum suum p'dict' concessit inde Seisnam per virgam habend' & tenend' sibi & heredibus suis de Dño p' virgam ad voluntatem Domini secundum Consuetudinem Manerii p'dicti p' reddit' servic' & consuetud' inde prius debite & de jure consue't' Et dat Domino de Fine prout patet, &c. Et admittus est inde Tenens sed fidelitas respectatur quosque, &c.

Et quia p̄dictus W. est infra etatem, ^{Concess.}
 (viz.) etatis sex Ann̄ vel eo circiter Cus- ^{Custod.}
 tod tam corporis quam terrarum p̄dicti ^{ram corpo-}
 W. concess' est p̄dict' E. III. Patri suo ^{ris quam}
 usque pervenerit ad etatem quatuordecim ^{Terrar.}
 Annorum inveniend' ei interim vic' vestit' ^{usque per-}
 Et omnia alia necessaria Et reddend' ei ra- ^{venit ad}
 tionabile computum cum ad etatem p̄es- ^{etatem}
 ditam p̄benerit Salvo interim Domina ^{14.}
 Manerii p̄dicti reddit' consuet' Et servic' ^{14.}
 inde debit' Et p̄o tali licentia p̄dictus
 W. dat Domino de fine, &c.

Et postea sedente eadem Curia venit ^{Note; A}
 C. W. in p̄pria persona sua Et queritur ^{Common}
 vers' p̄f'at' W. W. p̄sentem hic in ^{Recovery}
 Curia de placito terre (videlicet) de uno ^{to dock a}
 Messuagio uno Gardino Et una acra Terre ^{general}
 cum p̄tinentiis in S. infra Jurisdic- ^{Entail.}
 tionem hujus Curie Et fecit p̄testationem
 p̄sequi querelam suam in Curia ista in
 forma Et natura brevis Domini Regis de
 ingressu super Disseisinam in le post ad
 communem legem secundum consuetudi-
 nem Manerii p̄dicti Plez de p̄sequend'
 querelam suam p̄dictam, videlicet, J. D.
 Et R. R. Et petit processum inde fieri se-
 cundum consuetudinem Manerii p̄dicti
 vers' p̄f'at' W. dirigend' retornabit,
 &c. Et ei conceditur, &c. Sed idem W.
 p̄sens in ista eadem Curia gratis com-
 peruit ad placitum p̄dictum Et super
 hoc p̄dictus C. W. in p̄pria persona
 sua petit vers' p̄f'at' W. W. Tene-
 menta p̄dicta cum p̄tinentiis in S.
 p̄dict'

predia' infra Jurisdictionem hujus Curie ut jus & hereditatem suam secundum consuetudinem Manerii predicti Et in que idem W. non habet ingressum nisi post disseisinam quam per J. B. inde injuste & sine Judicio p̄fat' C. infra triginta annos jam ult' elaps. fact' fuit Et unde dicit quod ipsemet fuit seiscus de Tenementis p̄dia' cum pertinent' in Dominico suo ut de feodo & jure secundū consuetudinem Manerii p̄dia' tempore pacis tempore Domini Regis nunc capiendū inde exple' ad valent', &c. Et in que, &c. Et inde producit secam, &c.

Et super hoc p̄dictus W. per Guardia-
num suum p̄dia' venit & defendit jus
suum quando, &c. Et vocat inde ad War-
rantizandū p̄dictum H. B. qui p̄sens hic
in Curia in propria p̄sona sua gratis p̄-
dicta Tenementa cum pertinentiis et
Warrantizat, &c.

Et super hoc p̄dictus C. B. petit ver-
sus p̄fat' H. B. Tenentem per War-
rantiam suam Tenementa p̄dicta cum
pertinentiis in forma p̄dicta', &c. Et
unde dicit quod ipsemet fuit seiscus de
Tenementis p̄dicta' cum pertind in Do-
minico suo ut de feodo & jure secun-
dum consuetudinem Manerii p̄dicti tem-
pore pacis tempore Domini Regis nunc
capiendū inde Exple' ad valentiam, &c.
Et in que, &c. Et inde producit secam,
&c.

Et super hoc p̄dictus H. B. Tenens per
Warrantiam suam venit & defendit jus
suum quando, &c. Et ulterius inde vocat

ad Warrantizandū C. A. qui similiter pre-
sens est hic in Curia in propria persona
sua Et gratis Tenementa p̄dicta cum per-
tinentiis ei Warrantizat, &c.

Et super hac p̄dictus C. B. petit ver-
sus p̄fat C. A. Tenentem per Warrantiam
suam p̄dictam Tenementa p̄dicta cum per-
tinentiis in forma p̄dicta, &c. Et unde
dicit quod ipsemet fuit seissus de Tene-
mentis p̄dictis cum pertinentiis in Do-
minico suo ut de feodo & jure tempore
pacis tempore Domini Regis nunc ca-
piendū inde exple' ad valentiam, &c. Et
in que, &c. Et inde p̄ducit sextam, &c.

Et super hoc p̄dictus C. A. Tenens
per Warrantiam suam p̄dictam in propria
persona sua venit & defendit jus suum
quando, &c. Et dicit quod p̄dictus J. N.
non disseisavit p̄dictum C. B. de Tene-
mentis p̄dictis cum pertinentiis prout
idem C. B. per breve & Narrationem
sua p̄dicta superius supponit Et de hoc
ponit se super patriam, &c. Et p̄-
dict' C. B. petit licentiam inde interlo-
quendi usque ad horam primam post
meridiem istius diei & ei conceditur
Eadem hora dat' est eidem C. A. &c.

Et postea scilicet ad horam primam
post meridiem ejusd' diei idem C. B. venit
hic in Curia in propria persona sua Et
p̄dictus C. A. licet solempniter exat'
non rebenit sed in contempt' Curie recessit
& defalt' fecit Ideo secundum consue-
tudinem Manerii p̄dicti considerat' est
per Curiam hic quod p̄dict' C. B. recus-
peret Seissinam suam vers' p̄dict' M. M.
de

de Tenementis p̄dictis cum pertinentiis habendū & tenendū eidem C. B. & Heredibus suis ad voluntatem Domini secundum consuetudinem Manerit p̄dicti quiete de p̄fat' M. W. & heredibus suis imperpetuum Et quod idem M. W. habeat de Terris & Tenementis p̄fat' P. P. ad valentiam, &c. infra, &c. Et quod idem P. P. ulterius habeat de Terris & Tenementis p̄dicti C. A. ad valentiam, &c. infra, &c. Et quod idem C. A. sit in misericordia Et super hoc p̄dict' C. B. petit p̄ceptum Ministro huius Curie dirigendū de habere fac' ei plenar' seissnam de & in Tenementis p̄dictis cum pertinentiis Et ei conceditur recognabile hic indilate, &c.

Et postea scilicet hoc instante die Minister Curie p̄dict' ut Ballivus ibidem scilicet C. S. recognabit p̄ceptum p̄dictum sibi inde dīcē' in omnibus servit' & in forma juris exerceat videlicet quod ipse virtute p̄cepti p̄dicti isto eodem die habere fecit dicto C. B. plenar' seissnam de & in p̄dicto Messuagio & una acra terre cum pertinentiis sic ut prefertur recuperat' p̄sūt et supius mandāt fuit Et super hoc modo ad istam eandem Curiam venit p̄fata C. B. in propria persona sua & humiliter petit se admitti ad Tenementa p̄dicta cum pertinentiis secundum formam & effectum recuperationis p̄dictae Executionisq; inde & secundum consuetudinem Manerit p̄dicti Cui Dominus Manerit p̄dicti per Seneschallum suum p̄dictum concessit inde seissnam p̄ Virgam habendū & tenendū

tenend omnia & singula pmissa predicta cum pertinentiis prefat' C. B. Hereditibus & Assignatis suis de Domino per virgam ad voluntatem Domini secundum consuetudinem Manerii predicti per reddit' servit' & consuetud' inde prius debet & de jure consuet' Et dat Dñs de Fine, &c. Et admissus est inde Tenens fecitque Dñs Fidelitatem.

Et postea vener' p'dictus H. B. & C. A. Admission upon the Recovery.
in propriis personis suis & in plena Curia sursumreddiderunt in Manus Domini Manerii p'd per manus dicti Seneschalli per virgam secundum consuetudinem Manerii p'd tenementa p'd cum pertinentiis ad opus & usum p'dict' C. B. Hered' & Assign' suorum imperpetuum & quiet' Clam p'd C. B. in sua plena & pacifica possessione & seisinā pmissorum existen' & hereditibus suis totum jus statum titulum clameum & demand' sua quecumq' que unquam habuerunt habent seu quovismodo in futur' habere poterint de & in Tenementis predictis aut de & in aliqua inde parte vel parcella Percon omnes & omnimodos Errores Missp'siones & Actiones qualescunque Et postea p'dictus C. B. venit in propria persona sua & in aperta Curia sursumreddidit in manus Domini Manerii predicti per manus dicti Seneschalli per virgam secundum consuetudinem Manerii predicti Tenementa predicta cum pertinentiis sic ut in forma predicta recuperat' Et totum jus statum titulum clameum & demand' sua quecumq' adinde Ad opus & usum

placitum dicti W. W. & Heres & Assigni suorum
imperpetuum Cui quidem W. p[re]sens
hic in Curia humiliter petit se admitti ad
premissa p[re]dicta cum pertina secundum for-
mam & effectum sursu[m] redditio[n]is p[re]dictae
Cui Dominus Manerii p[re]dicti per Be-
neshallum suum p[re]dicta concessit inde
Beisnam per virgam habend[um] & tenend[um]
libi & heredibus suis de D[omi]no Manerii p[re]dicti
per virgam ad voluntatem D[omi]ni secundum
consuetudinem Manerii p[re]dicti per reddit[um]
servic[ium] & consuetud[inem] inde p[re]i[us] debet[ur] & de
jure consent[ur] Et dat D[omi]no de Fine, &c. Et
admissus est inde tenens sed fidelitas ejus
respectuatur quousq[ue], &c.

Admission
to a Parcel
of Wood in
Fee on a
Surrender.

Cum ad Curiam Baron[um] tent[ur] pro Ma-
nerio p[re]dicto octavo die Octobris Anno D[omi]ni
Millesimo sexcentesimo quadragesimo nona
J. C. admissus fuit Tenens D[omi]ni ubi &
heredibus suis ut alius & Heres H. C.
patris sui ad unam parcellam Bosci con-
tinen[dam] per estimacion[em] tres acras (vocat[ur]
Pollards) cum pertinentiis p[ro]ut per Rotu-
lum ejusdem Curie patet Quod ad hanc
Curiam compertum est per Homagium
p[re]dicta quod p[re]dictus J. citra ultimam
Curiam & ante hanc Curiam scilicet de-
cimo sexto die Decembris Anno D[omi]ni
Millesimo sexcentesimo sexagesimo tertio
sursu[m] reddidit in manus D[omi]ni Manerii
p[re]dicti per manus W. D. loco Ballivi &
in p[re]sentia C. D. & J. C. duorum Cu-
stomar[um] Tenentium dicti Manerii hoc te-
stat[ur] secundum consuetudinem ejusdem
Manerii p[re]missa p[re]dicta cum pertinentiis
ad

ad opus & usum H. D. de A. Hered & Assign suorum imperpetuum Qui quidem H. presens hic in Curia humiliter petit se admitti ad premissa predica cum pertinentiis secundum formam & effectum sacrum redditionis predictae Cui Dominus Manerii pdicti per Beneschall suum predicti concessit inde Seisnam per virgam habendum & tenendum sibi & heredibus suis de Dño per virgam ad voluntatem Dñi secundum consuetud Manerii predicti p reddit & servit & consuetud inde prius debet & de jure consuet Et dat Dñs de Fine, &c. Et admissus est inde Treuens fecitq Dño fidelitatem.

Ad hanc Curiam venit G. C. unus Customar Tenentium Manerii pdicti in propria persona sua Et in aperta Curia sacrum reddidit in manus Domini Manerii pdicti per manus dicti Beneschalli per virgam Totum il jus titulum & Reversionem sua de & in uno Customario Messuagio seu Tenemento & decem acris terre (vocat L. C.) Cum omnibus horreis stabulis Ediciis gardinis pomariis & pertin quibuscunq adinde spectant & pertinent nunc in tenura J. C. vid Matris predicti G. quando scideret post mortem dictae J. ad opus & usum H. D. de S. in Comitatu Midd, Weaver, Heredum & Assign suorum imperpetuum Proviso semper & sub hac Conditione sequen in hiis Anglicanis verbis, videlicet, That if the said G. his Heirs, Executors, Administrators, or Assigns, or some of them, do and shall well

Surrender
of a Rever-
sion, &c.

Of Courts-Leet,

and truly pay, or cause to be paid, unto the said *H. P.* his Executors, Administrators, or Assigns, the full Sum of One hundred and fifty Pounds Fourteen Shillings and Three Pence, of lawful Money of *England*, in Manner following; viz. Seven Pounds Thirteen Shillings and Six Pence, thereof Parcel, on the 13th Day of *April*, which shall be in the Year of our Lord One thousand six hundred sixty-five; and the like Sum of Seven Pounds Thirteen Shillings and Six Pence, Parcel thereof, on the Fourteenth Day of *April*, which shall be in the Year of our Lord One thousand six hundred sixty-six; and the Sum of One hundred thirty-five Pounds Seven Shillings and Three Pence, thereof Residue, on the 15th Day of *April*, which shall be in the Year of our Lord One thousand six hundred sixty-seven, at or in the now Dwelling-house of the said *H. P.* situate in *S.* aforesaid, without Fraud or Delay; That then the said Surrender to be void, and of none Effect, or else to be in full Force and Virtue.

A Conditional Surrender of Lands in Possession to be void on Payment of Money.

Ad hanc Curiam venit R. A. unus Customar Tenentium Manerii pdicti in propria persona sua & sursumreddidit in manus Wm Manerii pdicti per manus pdicti Seneschalli per virgam Totum illud Messuagium sive Tenementum Cusquam vocat' B. alias C. & quinque acras terre Customar sive plus sive minus eidem Messuagio pertinet cum omnibus pertinentiis nunc in tenura pdicti R. Ad opus & utum A. C. de R. Butcher, Heredum & Assign suorum imperpetuum Proviso

Proviso tamen & sub hac conditione sequen in hiis Anglicanis verbis, videlicet, That if the said R. A. his Heirs, Executors, Administrators, or Assigns, or any of them, do well and truly pay, or cause to be paid unto the said A. T. his Executors, Administrators, or Assigns, the Sum of One hundred twenty-three Pounds Eleven Shillings and Four Pence, of lawful Money of England, on the, &c. which shall be in the Year of our Lord One thousand, &c. at or in the now Dwelling-house of the said A. in M. aforesaid, That then the said Surrender to be void, and of none Effect, otherwise to be in full Force and Virtue.

Ad hanc Curiam compertum est per Homagium quod J. W. Arm unus Customar Tenens hujus Manerii virtute Licentie Domini Manerii predicti eidem J. proinde concess' gerend' dat' unde die Novemb' ult' p'eterit' vendidit & dimisit cuidam H. W. Baronetto in vita sua talem partem seu parcellam duorum Customariorum Clausorum voc', &c. nunc in tenura cujusdam J. R. jacen' in S. & tenet' de hoc Manerio prior' adjacen' cuidam Clauso dicti H. vocat' M. qual' nunc utitur & assignatur pro communi via pedesstri ducen' a predicto Clauso vocat' M. in p' & trans' duo Clausa vocat' &c. ad & versus S. & B. & sic retrosum habendi p'ctas parcellas predictorum duorum Clausorum dicto H. Executoribus Administratozibus & Assignatis suis ad terminum Milie annorum tunc prox' sequen' utend'

A Lease of a Foot-Path by the Lord's Licence.

ntens pro communi via pedestri per eundem
 H. Heredes Executor Administator Affig-
 natos & Tenentes suos & omnes alios
 ligeos & subditos Domini Regis & Suc-
 cessorum suorum occasionem habentes per
 viam illam transire prout per quandam
 Indenturam inter eosdem H. & H. pro
 inde facta gerenda dat dicto quinto die
 Decemb' ult' preterit' plenius liquet &
 apparet.

Secunda
 Proclama-
 tio.

Ad hanc Curiam secunda Proclamatio
 facta fuit pro W. S. ad veniendum in Cur
 & esse admittendum ad unum Cottagium &
 sexdecim acras terre adinde pertinentem tene-
 de Manerio predicto ut heredi T. C. Militis
 nuper defuncti Et non venit.

Mant

Maner' de B--- ff. Curia Baronis A. B. Militis Domini Manerii predicti ibidem tent' die Martis decimo tertio Die Novemb' Anno Regni Domini, &c. coram R. P. Gen' Seneschallo ibid'.

C. D. Effen' de Comm' Effen' per M. N. G. H. Effen' de Secta Cur' per C. D. &c.

Homagium	{	G. D.	G. B.	} Jur'.
		B. G.	B. N.	
		D. B.	J. J.	
		G. B.	W. G.	
		R. F.	W. G.	
		J. D.		

Juratores predicti super Sacramentum suum presentant quod R. A. C. D. &c. sunt Liberi Tenentes hujus Manerii & debent sectam Curie Et ad hunc diem fecerunt defaultam Ideo quilibet eorum in misericordia prout patet super eorum capitibus.

Presentment of Defaulters.
Freeholders.

Item Juratores predicti super Sacramentum suum presentant quod R. P. G. D. &c. sunt Tenentes per Copiam Rotulorum Curie & debent sectam Cur' & ad hunc diem fecerunt defaultam Ideo quilibet eorum in misericordia prout patet super eorum capitibus.

Customary Tenants.

Of the
Death of a
Freeholder.

Presentat' est etiam per Homagium p^{re}-
dict' quod F. C. qui tenuit libere de Do-
mino hujus Manerii unum Cotagium &
quatuor sacros & tres rodas terre cum
pertinentiis in B. infra Manerium p^{re}dic-
tum per fidelitatem sectam Cur' & reddit'
per Annum quatuor denariozum citra
ultimam Curiam obiit de tali statu suo
inde scist' Et qd quidam G. F. est ejus
filius & p^{ro}x' Heres etatis duodecim An-
nozum Et ad hanc Curiam venit p^{re}fat'
G. F. & solvit Domino p^{ro} relevia tres
denarios & fecit fidelitatem.

Of an Alie-
nation of a
Freeholder
per Inden-
ture.

Item Juratores p^{re}dicti dicunt super
Sacramentum suum p^{re}dictum quod B. C.
qui tenuit libere de D^{no} hujus Manerii
unum Messuagium, &c. cum pertinentiis
in C. infra Manerium p^{re}dictum per scrip-
tum suum Indentat' gerend' dat' secundo
die Martii Anno Regni dⁿⁱ Domini
Regis nunc Anglie, &c. undecimo concessit
omnia & singula p^{re}missa p^{re}dicta cum perti-
nentiis cuidam G. D. Heredibus & Al-
signatis suis imperpetuum tenendi de Ca-
pitalibus Dⁿⁱ vel Dⁿⁱs feodi illius per
consuetudines reddit' & servitia inde
p^{re}stus debet' & de jure consuet'. Que qui-
dem p^{re}missa p^{re}dicta G. D. tenet de D^{no}
hujus Manerii per fidelitatem sect' Curie
& reddit' per Annum duorum solidorum Et
ad hanc Curiam fecit Domino fidelita-
tem, &c.

Comper-

Compertum est etiam per Homagium Of a De-
 ibidem quod H. D. qui tenuit libere de vise by a
 Dño hujus Manerii duo Messuagia sive Freeholder
 Tenementa cum pertinentiis in B. infra to his Son.
 Manerium pdictum per fidelitatem secam
 Curie & reddit' per Annum pas denarior
 obijt inde sciat' & per ultimam volunta-
 tem suam in scriptis gerend' dat' primo
 die Januarii Anno Regni dicti Domini
 Regis nunc undecimo dedit & legavit
 Messuagia sive tenementa predicta cum
 pertinentiis cuidam G. D. filio suo ha-
 bend' & tenend' Messuagia sive tenemen-
 ta predicta cum pertinentiis prefat' G.
 D. filio heredibus & Assignatis suis im-
 perpetuum Ideo preceptum est Ballivo
 distringere pdict' G. D. ad solvend' Do-
 mino Relevium & etiam distringatur ad
 faciend' fidelitatem.

Compertum est etiam per Homagium Of an Ali-
 ibidem quod R. B. unus Customar' tenend' enation in
 hujus Manerii qui tenuit de Domina Fee by a
 hujus Manerii per copia Rotulor' Cur' Customary
 secundum consuetudinem Manerii pdicti Tenant.
 unum Messuagium tres acras terre duas
 acras prati & quatuor acras pasture cum
 pertind' in C. infra Manerium predictum
 citra ultimam Curiam & extra Curiam sur-
 sum reddidit in manus Dñi per manus
 G. D. & B. C. duorum Customar' Te-
 nen' Manerii predicti secundum consuetu-
 dinem Manerii illius Tenementa predicta
 cum pertinentiis ad opus & usum J.
 B. Heredi & Assign' suorum imperpetuum
 Tenend'

Tenens de Domino per virgam ad voluntatem Domini secundum consuetudinem Manerii predicti Cui quidem J. B. Dominus per Beneschat suum predictum concessit ut inde per virgam Seisnam habens sibi & Heredibus suis ac tenens de Domino per redditum per Annum quingue solidorum & alia servitia inde prius debet & de jure consuet' Et dat Domino de fine pro ingressu suo inde habens quadraginta solidos fecit fidelitatem & admissus est inde tenens.

Presentment of Surrender of a Customary Tenant for his Life, with Remainders over.

Comperit est etiam per Homagium ibidem quod W. G. qui tenuit ut supra una virgat' terre cum pertinentiis in A. infra Manerium predictum citra ultimam curiam & extra Curiam sursum reddidit in manus Domini per manus G. H. & S. T. Sed duorum Customar tenens Manerii predicti secundum consuetudinem Manerii illius predicta virgat' terre cum pertinentiis ad opus & usum predicti W. G. pro termino vite sue naturalis Et post decessum ipsius W. G. tunc ad opus & usum I. D. Annum pro termino vite sue naturalis Et post decessum ipsius I. D. tunc ad opus & usum rectorum Heredum ipsius W. G. imperpetuum Tenens de Domino per virgam ad voluntatem Domini secundum consuetudinem Manerii predicti Et dictum est per Homagium predictum quod predictus W. G. citra ultimam Curiam obiit Et modo ad hanc Curiam venit prefatus I. D. & petit se admitti ad predictam virgat' terre cum pertinentiis Cui quidem I. D. Dominus

viduus per Beneficiat suum predia con-
 cedit inde per virgam Beisnam habens
 & tenend eadem A. D. & Magnatis suis
 pro termino vite sue naturalis & post de-
 cessum ipsius A. D. tunc ad opus & usum
 rectorum Hered' prefat' W. B. imperpe-
 tuum ac tenend de Domino per reddit' p
 Annuat viginti solidorum & alia servitia
 inde prius debet' & de jure consuet' Et
 predia' A. D. dat Domino de fine pro
 ingressu suo ad predia' virgat' terre cum
 pertinentiis habend sexaginta solidos Et
 fecit Adelitatem & admissus est inde te-
 nens.

Compertum est per Homagium ibid quod The like for ano-
 ther's Life,
 and Admis-
 sion there,
 upon.
 A. A. vidua que tennit ut supra ad ter-
 min' vite sue sex Clausa prati & pasture
 vocat', &c. modo in tenura sbe occupati-
 one cujusdam W. A. jacent & existend in
 E. infra Parochiam de A. prope adjungend
 quibusdam pasturis vocat' P. ibidem
 cujusdam P. C. ex occidentali parte
 eorundem & quoddam pratu ibid vocat'
 A. M. ex orientali parte eorundem & unum
 Clausu pasture vocat' S. continend per
 estimationem septem acras plus sbe minus
 jacent & existend in E. predia' infra pre-
 dia' Parochia de A. prope adjungend
 cuidam pasture ibidem vocat' P. cujus-
 da E. M. ex parte orientali ejusd & duas
 pasturas continend per estimationem octo-
 decim acr' jacent & existend in E. pred'
 prope adjungend cuida pasture ibid cu-
 jusda J. W. Sed ex parte Boreali &
 quibusda terris & pasturis modo in te-
 nura

nata in eadem M. vidue ex parte Austrar-
li earundem citra ultimam Curiam & extra
Curiam sursum reddidit in manus Domini
per manus J. J. & G. H. duorum Cus-
mar' Tenen' Manerii predicta' secundum con-
suetudinem Manerii illius predicta' separatim
Clausula prati & pasture cum pertinentiis
ad opus & usum J. L. Godefrido terminat
hinc ipsius J. L. Tenendi de Domino p
virga ad voluntatem Domini secundum con-
suetudinem Manerii illius Et dictum est
per Homagium predicta' quod predicta' M. J.
citra ultimam Curiam obijt Et modo ad
hanc Curiam venit prefatus J. L. & petit se
admitti ad predicta separalia Clausula prati
& pasture cum pertinentiis Cui Dominus
per Seneschallum suum concessit inde per
virga seisinam habendi & tenendi eidem
J. L. & Assignatis suis pro termino vi-
te ipsius J. L. ac tenendi de Domino p
reddit per Annum quadraginta solidi &
alia servitia inde prius debita & de jure
consuet' Et predictus J. L. dat Domino
de fine pro ingressu suo inde habendi cent'
solidos Et fecit fidelitatem Et admissas est
inde tenens.

Of a Sur-
render in
Considera-
tion of
Marriage
to certain
Uses.

Comperitur est per Homagium ibidem quod
J. B. qui tenuit ut supra unum Messua-
gium sive Tenement' vocat' H. quinquag-
inta acras terre quinquaginta acras
prati triginta & sex acras pasture & Cent'
& viginti acras marisci cum pertinentiis
in A. infra Manerium predictum citra ultimam
Curiam & extra Curiam sursum reddidit in
manus Domini per manus H. A. & J.
D.

D. dux? Customario? Tenent? Manerii
 predicti secundum consuetudinem Manerii pre-
 dicti Messuagii sive Tenementi & cetera p-
 missa predicta cum pertinentiis ad opus &
 usum predicti J. B. & Heredi & Assigni suo-
 rum usque ad solemnizationem cuiusdam
 intenti Maritagii (promissione Divina) ci-
 to habetur & solemnizatur inter quendam
 C. B. filium & Heredem apparentem predi-
 cti J. B. ex una parte & quendam A. D. de
 A. predicti spinster ex altera parte & ab &
 immediate post solemnizationem ejusdem
 Maritagii tunc ad opus & usum predicti
 J. B. p & durante termino vite sue na-
 turalis & ab & immediate post decessum
 ejus tunc ad opus & usum S. Uxoris
 ejus pro & durante termino vite sue natu-
 ralis Et ab & immediate post decessum
 (Anglice the Deceases) ipso predicto J.
 B. & S. Uxoris ejus & C. B. & de-
 cessum eorum super viventis tunc ad opus &
 usum predicti A. Uxoris intente predicti
 C. B. pro & durante termino vite sue na-
 turalis Et ab & immediate post decessum
 ipso predicto J. B. & S. Uxoris ejus
 C. B. & A. Uxoris sue intente & decessum
 eorum super viventis tunc ad opus & usum
 Heredi de corpore predicti C. B. super cor-
 pus predicti A. legitime procreat vel
 fore procreandum & pro decessu talis Exiens
 tunc ad opus & usum Heredi & Assigni p-
 dicti C. B. imperpetuum Tenens de Do-
 minio per virgam ad voluntatem Domini
 secundum consuetudinem Manerii predicti Qui
 quidem J. B. & S. Uxor ejus circa ul-
 timam Curiam obierunt Et modo ad hanc
 Curiam

Curia venit p̄dictus C. B. in propria persona sua & petit se admitti ad p̄dict' Messuagium sive Tenement' & cetera p̄missa p̄dicta eid' p̄ctiōi Cui Dominus per Benethall suū p̄dict' concessit inde per virga' Seisnā habend' & tenend' eid' C. B. & Assignatis suis pro termino vite sue naturalis Remanere inde p̄out sup̄ius limitatur ac tenend' de Domino per reddit' per Annū quinquaginta solid' & alia servitia inde p̄ius debet' & de iure consuet' Et dat' Dñs de fine pro ingressu suo habend' sex libras fecit aduocat' & admissus est inde tenens.

Of a conditional Surrender to be void on Payment of Money.

Compertum est etiam per Homagium quod H. R. qui tenuit ut sup̄a unum Messuagium sive Tenementum decem & octo acras terre jacent' in communibus Campis de A. infra Manerium p̄dict' & viginti acras p̄ati jacent' in quodam p̄ato in A. p̄dict' vocat' H. alias scilicet primo die Maii Anno Domini Millesimo trecentesimo quinquagesimo nono extra Curiam surrendidit in manus Domini per manus H. J. & P. B. duorum customar' Tenentium Manerii illius p̄dict' Messuagium sive Tenementum & cetera p̄missa p̄dicta cum pertinentiis ad opus & usum C. D. Heredi & Assignatorum imppetuum Sub hac tamen Conditione quod si p̄dictus H. D. Heredi vel Assignati sui solberent vel solbi causarent p̄fatar' C. D. Executoribus Administratores vel Assignatis suis cent' libras legalis monete Anglie ad vel super secundum

hunc diem Martii qui solet in Anno Do-
mini Millesimo sexcentesimo sexagesimo
tunc sursum reddit' p'dia' solet vacua &
nullius effectus aliter fieret in plena po-
testate & virtute Et modo ad hanc Cur' ve-
nit p'dia' C. D. in propria persona sua
Et petit se admitti ad p'dia' Messuagi-
um & cetera p'missa p'dia' cum pertinen-
tiis Cui Dominus per Seneschal' suum p'dia'
concessit inde per virgam seignam habentis
& tenendi eidem C. D. Hereditibus & Me-
sagnatis suis imppetuum tenend' de Dñs
per virgam ad voluntatem Dñi se-
cundum consuetudinem Manerii p'dia' ac
per reddit' per Annum decem solidorum
& alia servitia inde prius debiti & de
jure consuet' Et dat Domino de Fine p
ingressu suo inde habend' centum solidos
fecit fidelitatem Et admissus est inde Te-
nens.

Compertum est etiam p Domagium
ibidem quod quidam G. F. Miles defunct' tenuit de Domino huius Manerii die
quo obiit sibi & Hereditibus suis ad vo-
luntatem Domini secundum consuetudi-
nem Manerii p'dia' unum Messuagium
sive Tenementum viginti acras terre vi-
ginti acras prati quadraginti acras pa-
sture triginta acras bosci quadraginta
acras jampnozum & huerie quinquaginta
acras More & centum acras Marisci cum
p'tinentiis in A. p'dia' infra Manerium
p'dia' Et quod p'dia' G. obiit de tali
statu suo inde seisit' per sex Annos jam
ulti' elapsi & amplius Et quod quidam

Present-
ment of an
Abatement,
3c. on a
Tenant's
Death, to
the Dishe-
rison of the
Lord.

H. R. in iure **H. Uxoris** sue quondam **Uxoris L. B.** Adm alii predia' **O. B.** in predia' Messuagium sive Tenementum & cetera premissa predia' cum pertinentiis abatabit intravit & ingressus super possessionem Domini Manerii predia' in exheredicationem dicti Domini Manerii predia' & Successorum suorum & contra consuetudinem Manerii sui predia' a tempore cuius contrarii Memoria hominum non existit in eodem Manerio usitat' & approbat' Et exitus & proventus inde a tempore predia' mortis **O. B.** ad suum proprium usum hucusque habuit & percepit non capien' predia' Messuagium sive Tenementum & cetera premissa predia' cum pertinentiis extra manus Dñi Manerii predia' Nec facien' inde Dño Placem pro eisdem secundum consuetudinem Manerii sui predia'.

A Precept
to seise the
Lands into
the Lord's
Hands.

Ideo preceptum est Ballivo Manerii predia' seiscire in manus Domi pñi Mel. suag sive Tenement' & cetera premissa predia' cum pertinentiis quousque, &c. Et Dominus modo habens inde seisciam ad humilem petitionem predia' **H. R.** ex gratia sua spec' ad hanc Curiam concessit extra manus suas predia' Mel. suagium sive Tenement' & cetera premissa predia' cum pertin' prefat' **H. R.** & **M. Uxori** eius ad Terminu vite ipsius **M.** Et liberata est eis seisciam per vires habend' & tenend' predia' Messuagium sive Tenementum & cetera premissa predia' cum pertinentiis prefat' **H. R.**

Who on
Petition of
the Abator
regrants to
him.

H. & A. ad terminum vite ipsius **A.** ad voluntatem **Dñi** secundum consuetudin^m **Manerii** p^{re}dia' Et post decessu^m ipsius **A.** remanere inde quibusda^m **D. C. & H.** **Urozi** ejus consanguinie & p^{ro}xime **Heredi** p^{re}dia' **O.** videlicet **Filie** p^{re}dia' **J. B.** **Filii** p^{re}diai **O.** & **Heredi** de corpore p^{re}diai **D. C.** legitime p^{ro}creat' Et p^{ro} defectu talis exitus remanere inde p^{re}fat' **H.** **Urozi** p^{re}dia' **D. C.** & **Heredi** de corpore p^{re}dia' **H.** legitime p^{ro}creat' Et p^{ro} defectu talis exitus remanere inde p^{re}fat' **H. R.** & **Heredi** de corpore p^{re}dia' **H. R.** legitime p^{ro}creat' Et p^{ro} defectu talis exitus remanere inde p^{re}fat' **A.** **Urozi** p^{re}dia' **H. R.** & **Heredi** de corpore ejusda^m **A.** legitime p^{ro}creat' Et p^{ro} defectu talis exitus remanere inde cuida^m **H. S.** & **Hereditibus** suis imppetuum Tenens de **Domino** per virgam ad voluntatem **Domini** secundu^m consuetudin^m **Manerii** p^{re}diai p^{er} reddit' & servi^o inde prius debet' & de jure consuet' Et tam p^{re}dia' **H. R.** & **A.** **Urozi** ejus dant **Domino** de **Fine** p^{er} tali ingressu suo inde habend^m de & in p^{ri}mis octoginta solidos fecerunt **Domino** fidelitate^m & admisi sunt inde **Tenentes** modo & forma p^{re}diai, &c.

Ad hanc Curiam testatum est per **C.** Information by the **D. Seneschallum** quod primo die **Mari** Steward of **Anno Regni** dicti **Dñi Regis** nunc duo a Surrender made in **decimo M. L.** **Gen** jacens in extremis Extremis, **resurrexerunt** in manus **Dñi** per maⁿ &c. **nus** dicti **Seneschalli** extra Curia^m in p^{re}sentia

sentia S. D. S. G. & P. J. secundum con-
suetudinem Manerii predicti unde antiquum Co-
tagium sive Tenementum in quo J. C.
modo inhabitat triginta acras terre vi-
ginti & sex acras prati & quadraginta
acras pasture cum pertinentiis in A.
infra Manerium predictum vocat A. ad opus
& usum J. uxoris ejusdem A. I. pro ter-
mino vite sue Et post decessum ejusdem J.
remanere inde C. L. & D. L. Filiis na-
tu minoribus predicti A. I. & Heredibus
suis Probis tamen semper & sub hac
Conditione quod si contingat aliquem p-
dictorum C. & H. obire sine Herede de cor-
pore suo exequi quod tunc ipse qui super-
vixerit habebit & gaudebit predicta Cota-
giu' sive Tenementu' & cetera tenementa
predicta cum pertinentiis sibi & Heredi-
bus suis imppetuu' Et super hoc venit hic
in Curia predicta J. in propria persona sua
& petit se admitti ad Cotagiū sive Te-
nementu' & cetera premissa predicta cum
pertinentiis Cui Dominus per Senes-
callum suum concessit inde p virgam sei-
sna habendū sibi in forma predicta ad vo-
luntatem Dñi secundum consuetudinem Maner-
rii predicti Et dat Dñs de Fine pro in-
gressu suo inde habendū quadraginta so-
lidos fecit fidelitate & admissus est inde
tenens.

The like of
a Surrender
of a Re-
version to
Uses, with
divers Re-
mainders,
and the
Tenant's
Release of
his Right.

Ad hanc Curiam testat' est etiam per
predictum C. P. Seneschallum ibidem quod
prima die Martii Anno Regni dicti Dñi
Regis nunc decimo quarto C. J. ve-
nit coram prefat' Seneschallo in pro-
pria

pro persona sua & sursum reddidit in
 manus Dñi p manus dicti Beneschalli ex-
 tra Cur' in presentia H. D. C. R. & J. C.
 secundu' consuetudin' Manerii predicti
 reversionem unius Messuagii sive tene-
 menti sexdecim acraru' terre duodecim
 acrarum prati & tresdecim acrarum
 pasture cum pertinentiis vocat' D. ac
 reversionem duorum Cotagiorum octodecim a-
 crarum prati & quatuordecim acrarum
 pasture cum pertinentiis in H. infra
 Parochiam de A. ad opus & usu' D.
 C. & R. uxoris ejus & Heredu' de cor-
 pore predicti D. C. legitime procre-
 at' cum post mortem cujusdam A. mo-
 do uxoris D. J. acciderint Et pro de-
 fectu talis exitus de corpore predicti D.
 C. legitime procreat' remanere inde p-
 fat' H. J. & Hered' de corpore ejus-
 dem A. legitime procreat' Et pro defectu
 talis exitus remanere inde H. S. &
 Heredibus suis imperpetuu' Qui quidem
 D. C. & R. uxor ejus Dominus per
 Beneschallu' suu' predictum ad hanc
 Curiam concessit inde per virga' seisinam
 habend' & tenend' predicta Messuagia
 Cotagia & cetera premissa predicta cum
 pertinentiis in reversione secundu' con-
 suetudin' Manerii predicti cum post mor-
 tem predicti A. uxoris predicti D. C. ac-
 ciderint prefat' D. & R. uxori ejus &
 Heredi de corpore predicti D. legitime pro-
 creat' Et p defectu talis exitus remanere
 inde H. S. & Heredi suis imperpetuu' ad
 voluntate Dñi secundu' consuetudin' Ma-
 nerii predicti p redditu' & servitia inde prius
 debiti'

debit & de Jure consue Et predia' D.
 & H. Uxor ejus dant Dño de fine pro tali
 statu suo inde habendū centū solidos &
 admitti sunt inde tenentes modo & forma
 pdictis Et predictus Dominus cognoscit
 se satisfac' fore de pdicta' fine inde ha-
 bendū pro Messuagio Cotagiis & ceteris
 premiis pdictis cum pertinentiis de pre-
 dictis D. & H. Uxore ejus cum pdicta'
 Messuagium Cotagia & cetera premissa
 predicta cum pertinentiis post mortem
 pdicti A. Uxoris pdicti J. ad manus suas
 debenerint Et postea ad hanc Curiam ve-
 nit pdictus C. J. in propria persona Et
 hic in plena Curia sursumreddidit in ma-
 nus Dñi tota jus titulū clamedū & inter-
 esse sua in omnibus pdictis Messuagio
 Cotagiis & ceteris premiis cum pertinen-
 tiis ad usus predictos Et ulterius remisit
 relaxabit & omnino pro se & Heredibus
 suis quiete clamabit prefatis J. D. & A.
 Uxori ejus tota jus titulū clamedū inter-
 esse & demandū sua que ipse pdictus C. J.
 unqua habuit in pdictis Messuagio Cota-
 giis & ceteris pmiis pdictis cum per-
 tinentiis Habendū & tenendū omnia &
 Angula predicta Messuagiū Cotagia &
 cetera premissa predicta cum pertinentiis
 prefat' J. D. & A. Uxori ejus pro ter-
 mino vite predictae A. & post decessū ejusdē
 A. remanere inde D. C. & H. Uxori ejus
 & Heredibus de corpore pdicti C. legiti-
 me procreat' Et pro defectu talis exitus
 remanere inde prefat' H. Uxori pdicti D.
 & Hered' de corpore ejusdem H. legitime
 procreat'

perceat imperpetuū ad voluntatem Domini
secundū consuetudinē Manerii predicti
Ec.

Compertū est etiam p Homagiū ibidem
qđ B. C. qui tenuit sibi & Hered suis
de Dño hujus Manerii secundū consue-
tudinē Manerii predicti unū Messuagiū
libe Tenementū duo Cotagia tria Costa
unū Columbare unū Gardinū duo poma-
ria quinquaginta acras terre viginti a-
cras prati octoginta & septē acras pasture
centum acras Bosci ducentas acras jamp-
no & Buere & sexaginta acras Marisci
cum pertinentiis in B. ante hanc Curia
obiit inde seistus Et qđ C. D. est uni-
cus frater & Heres pr' pđici B. C. &
plene etatis qui plens hic in Curia petit
se admitti Tenent' ad omnia terras &
Tenementa Customaria de quibus ipse
pđicus B. C. obiit seistus videlicet ad
pđia' Messuagiū Cotagia terras Tene-
menta & cetera premissa cum pñentiis
in B. pđia' infra Maneriū pđia' Cui
quidem C. D. Dominus per Seneschal-
lum suū pđia' concessit inde per virgam
seisnam habend & tenend sibi & Heredi-
bus suis Tenend de Dño per virgā ad
voluntatem Dñi secundū consuetudinē
Manerii predicti p reddit' & servic' inde
prius debet' & de jure consuet' Et dat'
Dño de fine pro ingressu suo inde habend
decem libras Et fecit Dño fidelitatem Et
admissus est inde Tenens.

Present-
ment of a
customary
Tenant's
Death, and
Admission
of his Heir.

Of the
Death of a
Coparce-
ner, and
the Admis-
sion of the
Heir to the
Moisty.

Comptū est etiā p Homagiū ibid qđ
quidā B. C. qui tenuit de Dño hujus
Manerii ut parcenarius secundum con-
suetudinē Manerii p̄dicit tria Messuagia
tria Cotagia sexaginta acras terre septu-
aginta acras p̄ci & centū & quingua-
ginta acras pasture cum p̄tinentiis in B.
infra Maneriū p̄dicit simul cum J. B.
fratre suo sibi & Heredibus suis obiit et
tra ultimā Curia inde leistrus Et quod
quidā L. B. est ejus filius & proximus
Heres quodā medietatem p̄dicator Messuag
Cotagior Terrarū & Tenementorū p̄dic-
torū cum p̄tinentiis & plene etatis qui
p̄sens hic in Cur petiit se admitti tene-
re ad p̄dictam medietate p̄dic' terrarū
& Tenementorū p̄dic' cum p̄tinentiis
Cui quidem J. B. Dominus per Se-
neschallū suū p̄dicit concessit inde p vir-
gā leistrā habent & tenent sibi & Here-
dibus suis in Coparcinerio cum p̄fator
J. B. Tenent de Dño p virgā ad vo-
luntatem Dñi secundū consuetudinē Ma-
nerii p̄dic' p reddit' & servicia inde prius
debit' & de jure consuet' Et dat Dñs de
fine p̄s ingressu suo inde habent qua-
draginta solidos & fecit Dño fidelitatem
Et admissus est inde Tenens.

Surrender
of custo-
mary Te-
nements in
Fee, &c.

Ad hanc Curiam venit B. C. unus
Customar tenent hujus Manerii in pro-
pria persona sua & sursum reddidit in
manus Dñi p manus Seneschalli Cui
p̄dicti unum Cotagiū cum p̄tinentiis
p̄fator S. ac duodecim acras terre jacent

in communi campo de B. predict' vocat' L. M. videlicet unam ac' inde sup stadio ibidem vocat' C. f. inter terras G. C. ex orientali parte & terras M. H. ex occidentali parte ibidem & abuttan sup terram Capitalem vocat' H. H. cujusdam J. J. ibidem ex parte australi quatuor seliones inde (p estimationem unam ac') jacent super stadio ibidem vocat' M. inter terras M. M. Sed ex parte australi & terras J. C. ex parte boreali ibidem & abuttan sup communem viam ibidem ex parte orientali inde duas acras inde jacent sup eodem stadio vocat' W. f. jur-
Abuttrals.
ta terras ptinet Collegio vocat' C. in C. ex parte boreali & abuttan sup dictam communem viam ibidem ex parte orientali inde duas rodas inde jacent sup stadio ibidem vocat' L. f. inter terras M. M. Sed ex parte orientali & abuttan sup rivalum ibidem vocat' S. B. ex parte boreali inde tres rodas inde jacent super dicto stadio vocat' L. f. inter terras J. J. Armigeri ex parte orientali & terras H. G. Militis ex parte occidentali & abuttan sup dict' Rivulum ibidem vocat' S. B. ex parte boreali inde tres alias Rodas inde jacent sup dicto stadio vocat' L. f. inter terras R. B. Sed ex parte occidentali & terras M. M. ex parte orientali inde & abuttan sup dict' Rivulum ibidem vocat' S. B. ex parte boreali inde sex Seliones inde (p estimationem unam ac' & dimidium unius acre) jacent sup stadio ibidem vocat' C. f. inter terras R. J. Baronetti ex parte australi &

& terras A. B. modo Dñi hujus Ma-
 nerii ex parte boreali & abuttan̄ super
 Cemetrium Ecclesie Parochialis de B.
 ex parte orientali inde sex alias seli-
 ones inde (continen̄) per estimationē una
 acra & dimidiū unius acre) jacentes sup
 eod̄ stadio vocat' C. f. inter terras S. C.
 bidue ex parte boreali & terras H. C.
 Gen̄ ex parte australi & abuttan̄ super
 predia' Cemetrium Ecclesie Parochialis
 de B. predia' ex parte orientali dimidiū
 unius acre inde existens caput vocat' H.
 ejusdem stadii vocat' G. f. unum aliud
 dimidium unius acre inde jacen̄ super eo-
 dem stadio vocat' H. f. inter terras
 G. M. Gen̄ ex parte orientali inde &
 terras dicti modo Dñi ejusdem Manerii
 ex parte occidentali & abuttan̄ super
 dictas terras ibid̄ vocat' S. H. ex parte
 australi inde duas rodas inde jacen̄ sup
 stadio idid̄ vocat' D. f. inter terras
 J. W. Arm̄ ex parte meridionalē & ter-
 ras A. G. Gen̄ ex parte septentrionali
 & abuttan̄ super magnum boscum vocat'
 G. M. ex parte occidentali inde duas
 alias rodas inde jacen̄ sup dicto stadio
 vocat' D. A. inter terras J. C. ex parte
 septentrionali & terras D. A. Gen̄ ex
 parte meridionali & abuttan̄ sup dict'
 boscum vocat' G. M. ex parte occiden-
 tali inde Ad opus & usū J. J. Hered̄
 & Assign̄ suorū imppetuū Cui quidem
 H. R. Dominus per Seneschal̄ suū con-
 cessit inde seisinā per virgam habend̄
 sibi & Heredibus suis tenend̄ de Dño p
 virga ad voluntatem Dñi secundum con-
 suetudinem

consuetudinem Manerii p̄d̄ per reddit' & seruitia inde p̄ius debet' & de iure consuet' Et dat Dñs de Fine p̄ ingressu suo inde habend' viginti sex solidos & octo denarios fecit fidelitatem & admissus est inde tenens,

Ad Curia Baronis J. P. Militis Dñi Manerii p̄d̄ ibid' tent' die Martis secundo die Novembris Anno Dñi Millesimo sexcentesimo sexagesimo tertio Annoq; Regni Dñi Caroli Secundi Dei gratia Anglie Scotie Francie & Hibernie Regis fidei Defensoris, &c. undecimo coram J. W. Armigero. Beneschallo ibid' Rotulatur sic.

A special Court-Baron.

Ad hanc Cur' venit C. T. und Customar' Tenens hujus Manerii in p̄pria p̄sona sua & sursum reddidit in manus Dñi p̄ manus Beneschalli sui p̄d̄ secundum consuetudinem Manerii p̄d̄ unum Mesuagium sive tenementum & triginta acres p̄ati & pasture cum p̄tinentiis in B. p̄dia' infra Manerium p̄dia' Ad opus & usum J. C. Hered' & Aliqñ suod' impetuum Cui Dominus p̄ Beneschallum suod' concessit inde p̄ virga leishnam habend' sibi & Heredibus suis Tenend' de Dño secundum consuetudinem Manerii p̄d̄ p̄ reddit' & seruitia inde p̄ius debet' & de iure consuet' Et dat Dño de Fine p̄ ingressu suo inde habend' quinquaginta solidos fecit fidelitatem & admissus est inde tenens.

Admission on a Surrender there.

Maner } ff. Curia Baronis G. S. Militis Domini
de S. — } ni Manerii prædicti ibidem tent.
 coram J. S. Gen. Seneschallo ibi-
 dem die lune, &c.

Homagium	{	G. G. Gen.	P. G.	} Jur'
		S. B. Gen.	J. T.	
		W. C.	W. R.	
		J. S.	N. M.	
		R. W.	T. D.	
		G. R.	R. A.	

Esion. Null. Null.

Present-
 ment of
 Defaulters.

ff. **M.** p. Gen C. M. C. B. Gen A. B.
 Gen S. W. Gen W. H. A. B.
 Gen J. W. Gen C. C. Gen J. W. J. W.
 alias M. Gen H. W. Gen D. C. Gen
 J. S. R. S. Gen J. C. J. B. J. P.
 Gen W. H. Gen J. S. W. H. J. C.
 Gen H. R. J. P. Gen H. D. Gen H. P.
 S. R. J. R. Gen A. C. M. P. W. P.
 C. R. J. Quilibet eorum quia non com-
 peruer' ad hanc Cur' amerciatur prout
 patet super eor' separalibus capitibus.

A Surren-
 der in Fee,
 and Admis-
 sion there-
 on, and a
 Surrender
 to Uses, &c.

Ad hanc Cur' Homag' present' quod
 J. S. de G. in Com G. Wheelwright
 unus Customarior' Tened hujus Manerii
 citra ult' Cur' E ante hanc Cur' scit ter-
 tio die Octobris Ad Whi, &c. sursum red-
 didit

dedit in manus Dñi p manus & acceptas-
 tionem W. D. loco Ballii Dñi in pñtia C. B.
 & J. C. duos Customarios Tenens hujus
 Manerii id testantium secundum consue-
 tudinem Manerii totum illud customarium
 Messuagium libe Tenementum cum ex-
 tradomibus Ediliis acris hostis gar-
 dinis & una acra terre customar plus libe-
 minus eidem ptinens cum suis & quibulibet
 earum ptinens put sunt actuali jacent & ex-
 istens sup W. Common prope W. Anit
 modo in tenura libe occupatione vidue
 W. libe Magni sacrum Ad opus & usum
 J. D. Heredi & Magni suo imppetuum
 Et sup hoc verum hic in Cur pñcia J. D.
 Et humillime petit de Dño admitti Ten-
 nens ad Tenementa pñcia cum ptinens secun-
 dum formam & effectum sursumredemptionis
 pñciae. Cui dominus p Benethallum con-
 celsit inde seisinam p virgā habens & te-
 nens sibi & Heredibus & Magnatis suis
 imppetuum p virgā ad voluntatem Dñi
 secundum consuetudinem Manerii pñciae per
 reddit & servitia inde prius dedit & de
 jure consuevit Et dat Dño de fine, &c. ad-
 missus est inde Tenens Et fecit fidelitatem,
 &c. Et super hoc pñcia J. D. existens
 admissus Tenens ut pñtetur immediate
 post admissionem suam pñcia in ea parte facta
 hic in Cur sursumreddidit in manus
 Dñi Manerii pñciae per manus Benethalli
 pñciae totam illud Customar Messu-
 gium pñcium & pñcia unam acra
 terre & omnia & singula cetera pñmissa
 pñcia cum ptinens ad opus & usum ipsius
 J. D. p termino vite sue & post ejus de-
 cessum

cessum tunc ad opus & usum M. D. Uxor
 ejus & post decessum ipsos J. D. &
 M. Uxor ejus tunc ad opus & usum
 M. f. Hered & Assign suos imppetuum
 Ea Intentione qd Dñus Manerii recon-
 cederet Tenementa pdicta cum ptinentiis
 secundum formam & effectum sursum credi-
 tionis ule pdi Sup quo Dñus Manerii pre-
 dicti p Benescallum concessit eidem J. D.
 seisinam Tenent pdictos cum ptin p vir-
 gam habend & tenend eidem J. D. &
 Assign suis p termino vite sue remanere
 inde post ejus decessum habend pfect
 M. Uxori ejus & Assign suis p termino
 vite sue remanere inde post ejus decessum
 Hered pfect M. f. Hered & Assign suis
 imppetuum p virga ad voluntatem Dñi
 secundum consuetudinem Manerii pdicti
 p reddit & servic inde prius debet & de
 jure consuet Et separatim dant Dño de
 Fine p eod statu admittend in toto at-
 tingend ad quindecim libras unde duode-
 cim libe solue fuer' Dño Manerii in Cur'
 Ac sexaginta solidi redd inde solvend sunt
 Dño Manerii super ultimum diem in-
 stantis Mensis Augusti Et separatim ad-
 missi sunt inde ten Et predictus J. D.
 fec fidelitas, &c. sed fidelitas pdict M. D.
 & M. f. respectatur quousq, &c.

Fine 15 l.

Rent 60s.

Present-
 ment of the
 Tenant's
 Death and
 Admission
 of his Heir,
 who sur-
 renders in
 Fee.

Ad hanc Cur' Homag present' quod A. B.
 nuper unus Customar' Tenend hujus Ma-
 nerii qui tenuit de Domino Manerii
 unum Cotagium & uxum horum eidem
 spectand citra ultimam Cur' & ante hanc
 Cur' obiit inde seisit quodq, C. B. est
 ejus

ejus filius natus maximus & proximus
 heres Qui presens hic in Cur' humil-
 lime petit de Dño admitti Tenend' ad Te-
 nementa predicta cum pertinentiis Cui
 Dominus per Seneschallum concessit inde
 seisinam per virgam habend' & tenend'
 eidem T. Heredibus & Assignatis suis ad
 voluntatem Dñi secund' consuetud' Ma-
 nerii predicti per reddit' & servic' inde
 prius debet' & de jure consuet' Et dat Do-
 mino de fine, &c. admitt' est inde Te-
 nens Et fec' fidelitat', &c. Postea sedens
 Cur' venit hic in Cur' predicta' T. & sur-
 sum reddidit in manus Domini per ma-
 nus & acceptationem Seneschalli predicti
 Cotagium & hortum predicta' cum perti-
 nentiis ad opus & usum ipsius T. pro
 termino vite sue Et post ejus decessum ad
 opus & usum M. B. Hered' & Assign' suorum
 imperpetuum Ea intentione quod Dñus
 Manerii reconcederet Tenementa predicta'
 cum pertinentiis eidem T. B. ac predicto
 M. B. secundum formam & effectum sursum-
 reddition' ult' predicta' Super quo Domi-
 nus Manerii predicta' concessit p'fat' T. B.
 seisinam Tenementorum predictorum cum
 pertinentiis per virgam habend' eidem
 T. & Assign' suis pro termino vite sue
 remanere inde post ejus decessum p'fat'
 M. B. Hered' & Assign' suis imperpetuum
 ad voluntatem Domini secundum con-
 suetudinem Manerii predicti per reddit'
 & servic' inde prius debet' & de jure con-
 suet' Et separatim dant Domino de
 fine pro eorum statu admitti in toto at-
 tingend' ad centum solidi Et separatim
 admittit

Rent 2 d. admittunt sunt inde Tenent Et fecerunt fidelitatem, &c.

A Surrender of customary Tenements in Fee.

Ad hanc Cur' present' est quod H. R. et Customar' Tenent huius Manerii citra ult' Cur' & ante hanc Cur' die Sabbi Anno Domini Millesimo Trecentesimo sexagesimo octavo sursumreddo in manus Domini Manerii predicti per manus & acceptationem W. D. Ballii Domini in present' C. D. & J. C. duorum Customar' Tenent Manerii predicti in testam secundum consuetudinem Manerii predicti totum illud customar' Messuagium sive Tenementum quocunque nomine sive nominibus idem appellat' sive cogn' sit una cum omnibus & singulis domibus Edificiis structur' atriis hortis gardenis & quinq; acris terre Customar' plus sive minus eidem spectant sive pertinent simul cum aliis per, ti) prout eadem sunt situat' jacent & existunt in B. predicta ac in tenura sive occupatione A. B. sive Magni suorum Ad opus & usum P. M. sive Magni suorum imperpetuum Super quo present' hic in Cur' predicta J. humillime petit de Domino admitti Tenent ad Messuagium predicta cum pertin' Cui Dominus per Seneschall' concessit inde seisinam per virga habend' & tenend' eidem H. Heredibus & Assignatis suis imperpetuum ad voluntatem Dni secundum consuetudinem Manerii predicti per reddit' & servic' inde prius debet' & de jure consuet' Et dat Dno de Fine novem Libras Admissus est inde Tenent Et fecerunt fidelitatem, &c.

Ad

Ad hanc Cur' Domag present' qd A. C. Present-
 de P. in Com E. Butcher, unus Customar' ment of a
 Tenen' hujus Manerii citra ultima Cur' Surrender
 & ante hanc Cur' scilicet septimo die Fe- to Uses on
 b'uar'ii Anno Domini Millesimo Sexcentes Condition
 simo Sexagesimo septimo sursum reddidit
 in manus Dñi Manerii predicti per
 manus & acceptationem T. B. loco Bal-
 lii Domini in presentia B. R. & A. W.
 duor' Customar' Tenen' Manerii predicti
 secundum consuetudin' Manerii totu' il-
 lud Customar' Messuagium sive Tene-
 ment' (vocat' Clerlock) cum omnibus ex-
 tradomibus structur' horreis stabulis
 atrijs gardinis & quinq' acris ter-
 re Customar' plus sive minus eidem
 spectan' unacu' suis & quibuscumq' eor'
 pertinentiis prout ead' sunt situar' jacen'
 & existen' in S. predia & modo in tenura
 sive occupatione R. sive Assign' suor' Ad
 opus & usum W. B. de alta Ongar' in
 eodem Com & Assign' suor' imperpetuum
 Proviso tamen sub Conditione si predia
 A. C. Heredes Executores Administrato-
 res sive Assigni sui bene & veraciter sol-
 vant seu solvi faciant eis W. B. Exe-
 cutoribus Administratoribus sive Assign'
 suis plena summa septuaginta & Quatuor
 librar' & quatuor solidos legalis monete
 Anglie modo & forma sequen' videlicet
 quadraginta & duos solidos inde super
 septimu' diem Augusti tunc prox' sequen'
 & septuaginta & duas libras & duos so-
 lidos residuum inde Et remanere inde sup
 octavu' diem Feb' qui solet in Anno vices-
 simo

Amo primo Regni Domini nostri Caroli
secundi Dei gratia Anglie Scotie Fran-
cie & Hibernie Regis fidei Defensoris,
Ec. Annoq; Domini Millesimo sexcente-
amo sexagesimo octavo ad vel infra Bond
mansualem ipsius C. vocat' C. P. A-
tuat' & existen' in Parochia de alta C.
pzed' absq; fraude sive dolo quod tunc sur-
sumredditio pzedicta foret vacua & nullius
effectus Aliter remaneret & statet in ple-
nis potestate & effectu, Ec.

Presentatio
quod R. A.
non solvit
100 l. J. A.
secundum
sursumred-
ditionem,
ideo prima
Proclama-
tio facta.

Ad hanc Curiam compertum est per
Homaq; quod ad Cur' cent' pro Dominio
hujus Manerii decimo septimo die Aprili-
lis Anno Regni Domini Regis nunc de-
cimo octavo R. A. unus Customar' Ce-
nen' hujus Manerii sursumreddidit in
manus Domini und Customar' Cene-
mentum, vocat' Brewers, ac tres Custo-
mar' acras terre ac unum al' Customar'
Cotagium eid' pertinentiis ad usum J. A.
& C. A. de B. magna & Here d' suozim-
perpetuu' sub Conditione ad solvend' cen-
tum & sex Libras eidem J. A. & C. A.
Executozibus Administratozibus vel Al-
legis suis super decimum octavum diem
Aprilis Anno Domini Millesimo sexcen-
tesimo sexagesimo septimo cum sursumred-
ditio pzedicta foret vacua Modo com-
pertum est ad hanc Curiam quod pzedicta
centum & sex libze non fuer' solui' se-
cundum formam & effectum Conditionis
pzedicte Et quod pzedictus C. A. mor-
uus est Pzedictusque J. A. ipsum su-
pervixit Super quo prima Proclamatio
facta

facta fuit ad hanc Curiam quod predictus
H. A. veniret in Cur' hic admitti Tenen-
tem ad Tenementa predicta cum pertin.
aut aliter Dominus eadem Tenementa
cum pertin. seiret in manus suas pro-
prias sed predictus H. licet solempniter
exactus non venit sed default' fecit, &c.

Ad hanc Curiam compertum est per Ho-
magium quod B. B. unus Customar' Ce-
nen' hujus Manerii citra ult' Cur' & ante
hanc Cur' scilicet vicesimo secundo die Ja-
nuarii Anno Regni Domini Regis nunc
decimo nono sursum reddidit in manus
Domini per manus & acceptationem W. B.
Armigeri nuper Seneschalli Manerii pre-
dicti unum Messuag' sive Tenementum
rum dimid' acre terre Customar' & Herio-
tabil' vocat' Godfreys & unum Crostum
terre vocat' Swaines continend' quinque a-
cras & tresdecim acras terre vocat' Tinges
Customar' & Heriotabil' & unum Hop-
pet' continend' unum Rodam terre parcell'
Tenementi vocat' Scarlets Acetiam una
parcellam terre continend' per estimationem
tres acras & dimid' Customar' & Heriota-
bil' parcell' Tenementi vocat' Sabernes ad
opus & usum A. P. Sed Hered' & Assigni
suorum imperpetuum Proviso semper qd
si predict' B. B. Heredes Executores Ad-
ministratores sive Assignati sui solvent vel
solvi facient eidem A. Executoribus Ad-
ministratores sive Assigni suis trescen-
tas & novem libras ad Domum mansio-
nalem C. B. Scriptoris Aruat' in C. in
Com' Midd' super vicesim' tertium diem

Present-
ment, That
the Money
was not
paid accor-
ding to the
Condition,
and Procla-
mation
made.

Julii tunc prior' sequens quod tunc sumreddictio predicta foret, vacua Aliter remaneret in vi & plena robore Quodq; denarii p'dicti non fuer' soluti secundum formam & effectum Conditionis predictae Super qua prima Proclamatio facta fuit ad hanc Cur' quod predict' A. P. veniret in Cur' admitti Tencid ad Tenementa predicta cum pertin' Aut aliter Dominus eadem Tenementa cum pertin' seisciret in manus suas proprias Sed predictus A. licet solempniter exaa' non veni sed default fecit, &c.

Present-
ment of the
Payment of
Money on
a Condi-
tional Sur-
render.

Ad hanc Curiam compertum est per Homagium ibidem super Sacramentum J. S. quod W. C. solvit S. P. & M. uxori ejus quinquaginta Libras & totum interesse superinde debet' secundum effectum Conditionis facta' ad Cur' tunc nono die Martii Anno decimo septimo Caroli secundi Regis nunc Idcirco idem W. sit inde quiet', &c.

Mant'

Maner' de S. cum Membr'. ff. Curia Baronis A. B. Armigeri Domini Manerii predicti ibidem tent' 16 die Octob' Anno Regni, &c. Annoque Domini, &c. coram C. D. Seneschallo ibidem.

Effon' B. A. Effon' de Communi Effonio.

Homagium	}	C. G. Gen'	}	Jur'	}	D. T.	}	Jur'
		R. G.				W. R.		
		G. T.				A. W.		
		R. W.				B. R.		
		G. T.				B. G. &		
		A. R.				K. J.		

Imprimis quilibet Tenens hujus Manerii qui fecit defaultam ad hanc Curiam ad hunc diem Amerciatur per Homagium predictum ad duodecim denarios separatim. Amerciament.

Item ad hanc Curiam compertum est Presentamenta.
 & presentatum per Homagium predictum quod R. J. Sed Unus Customatorum Tenentium hujus Manerii circa ultimam Curiam obiit seiscus de uno Tenemento & tribus acris (vel eo circiter) terre Customat' Et quod R. J. est ejus Filius & Veres (qui circa etatem annozum jam existit) Et quia nullus venit ad hanc Curiam sursumcapere premissa predicta & admitti ad eadem ex parte predicti Death of a Tenant, and who his Heir.

bus & aliis Abertis ad' Modicum solis &
sex denar' pro tali Offensa.

Pro non
Reparatio-
ne.

Item presentant quod Dominus huius
Manerii debet reparare & emendare Ia-
nuam pendentem apud superiorem finem
Locii (vocat' C. Green) modo existentem in de-
casu.

Simile.

Item presentant quandam aliam Ia-
nuam pendentem apud inferiorem finem Locii
predicti (vocat' C. Green) fore in decasu
Et debet esse reparat' & emendat' etiam
per Dñum Manerii predicti.

Presentatio
pro permis-
sione Janue
deciden'.

Item presentant & amerciant J. C.
Gen' pro permissione Janue sue ducend'
ab Ecclesia de W. usque ad P. H. deci-
dere (Anglice to fall down) pro decasu
inde In casu ipse non Eriget (An-
glice shall not set up) alteram de novo ante
primum diem Decembris prox' futur' ad
decem solis.

Pro Impe-
ditione pas-
sagii, &c.

Item presentant & amerciant S. R. p
Muritione (Anglice Walling) & Inclus-
sione cujusdam Fabricationis Fabri Fer-
rarii (Anglice a Smith's Forge) nuper Ex-
posit' (Anglice set out) super Bastum Do-
mini per quendam H. J. ad Impedi-
mentum (Anglice the Hindrance) Tenen-
tium Dñi Manerii predicti utendi passa-
gium per & trans Fabricationem predicta-
ram ad 20 s. In casu ipse non faciet li-
beru' passagium per & trans eandem Fa-
brycationem

hystationem ante primum diem Decembris prox' futur'.

Item presentant & amerciant R. M. Pro faciend' Nocumentum.
biduam pro non Emundatione (Anglice
Cleaning) duo Pulva trans fossatum
prope Wendham (vocat' R Lane) Ad Ro-
ciummentum Communis ante Regie vie
ibidem & populi transend per eandem
Et quod ipsa Emundabit & Escoriabit
eadem Pulva ante primum diem De-
cembri prox' futur' sub pena forisla-
cens Domino huius Manerii quinque
solid.

Modo ad hanc Curiam venit B. S. G. Licentia Domini di-
mus Tenen Customar' huius Manerii mittend' Terras.
Et humillime petit Licentiam Dimit-
tendi Omne illud Customarium suum
Tenementum & circa sedecim acras
Terre Customar' (vocat' S.) modo vel
nuper in tenura libe occupatione C. L.
vidue Metiam Totum illud suum Mes-
suagium cum dimidio unius Virgat'
Terre Customar' (vocat' H.) in occupa-
tione R. C. Et unum Croftum Terre Cu-
stomar' (vocat' S. Magna) continet circa
quinque acras Et circa tresdecim acras
Terre Customar' vocat' C. Et unum
Doppetum continet circa rodam Parcel-
lam Terrarum Customar' vocat', &c.
Acetiam uxam parcelam Terre Customar'
continet circa tres acras & dimidium
unius acre parcelle cuiusdam Tenementi
vocat' Sa. Cui quidem B. S. Dominus
A a 4 Manerii

Manerii predicti per Seneschallum suum
 predictum & per H. J. Gen (qui modo est
 per Dominum Manerii predicta pro hac
 vice ad hoc autorizat) in aperta Cu-
 ria dedit & concessit Libertatem & Li-
 centiam dimittendi predicta Messuagia
 & Premissa cum eorum & eorum cujusli-
 bet pertind cuidam B. N. de, &c. Ex-
 ecutoribus & Assignatis suis Haben-
 dum & Tenendum predicta Messuagia
 & premissa eidem B. N. & Assignis suis
 a festo Sancti Michaelis Archangel
 ult' preterit' usque finem & terminum
 quadraginta Annor' extunc pror' sequend
 & plenarie complend & finiend (si pre-
 dictus B. N. tam diu vixerit) Ita quod
 Dominus & Domini hujus Manerii
 pro tempore existend possit & possint de
 tempore in tempus durante termino
 supradicto in eadem dimissa premissa
 sive in aliquam partem sive parcellam
 inde Intrare Seisire Distringere sive
 Capere aliqua alia licita remedia pro
 Reddit' Servitiis Finibus Amercia-
 mentis aut aliis Debitis vel Servi-
 tiis debitis aut fore debitis pro & in re-
 spectu premissorum predictorum ita plene
 ad omnia intentiones & proposita sicut
 hec presens Licentia non fuisset habit'
 sive concessa Et predictus B. N. dat
 Domino pro fine pro Licentia illa ha-
 bend quinque Libras Sterlingorum.

Cum ad Curiam Tent' pro hoc Manerio (tal' die & anno) ult' p'fuerit com-
pertum & p'fentatum fuis p tunc Homa-
gium ibidem quod P. W. nuper unus
Customar Tenens hujus Manerii obiit
circa tunc ultima Curia Et quod in vita
fua videlicet (super ultimo diem D. tunc
ult' p'fuerit) fufumreddidit in manus
Dñi Manerii p'ficti per manus C. G.
Sen & C. G. Iud duorum Customari-
orum Tenentium ejusdem Manerii totū
illud Cotagium Customar cum omnibus
fuis pertinentiis adinde fpectat Ad Cer-
tos Mūs & super Conditiones in Testa-
mento & ultima voluntate fuis fpecificat'
Modo ad hanc Curiam venit H. W. Fi-
lius ejusdem P. W. Et p'fert hic in
Cur' Testamento & ultima voluntatem
p'fict' P. W. fub ffigillo Cur' P'rogas-
tive Cantaur' P'obinc dat', &c. per quod
iple p'fictus P. W. difpofuit de p'fimis
his p'fictis in hec verba Anglicana fe-
quens, viz. I give and bequeath all my
Copyhold Cottage and Lands thereunto be-
longing, lying in the Manor of S. W. in the
faid County of, &c. to my Son H. W. and
to the Heirs of his Body lawfully begotten.
And for Want of fuch Ifsue to the right
Heirs of me, the faid P. for ever. Upon
this Condition, That he the faid H. or his
Heirs, or any other to whom the fame may
come or defcend, do pay Forty Shillings a
Year Quarterly, for Twelve Years after my
Deceafe, unto E. my Wife, for her Liveli-
hood and Maintenance; and in Default of
the

Presentatio
de obitu
P. W. qui
fufumred-
didit ad
ufus in ult'
voluntat',
Et H. W.
p'fert in
Cur' volun-
tatem ill',
Et admit-
titur.

the same, as aforesaid, my said Wife to have and enjoy the same for such Time, until the Arrears thereof shall be satisfied and paid unto her, with the Sum of Two Shillings Six-pence over and above for every Quarter so unpaid by him or them, until the said Quarterly Payment, and the Penalty of Two Shillings and Six-pence aforesaid be fully satisfied.

Propter eandem voluntatem plenius apparet Qui quidem H. W. ad hanc Curiam humillime petit se admitti Tenentem ad predicta Cotagium & Premissa cum pertinentiis Qui Dominus Manerii predicti p. Hereschauch suu predictu ad hanc Curiam concessit & liberabit inde sessus per virga habendu & Tenendu eadem Cotagiu & Premissa cum pertinentiis Plat' H. W. & Heredibus de corpore suo legitime pceat' (Remanere inde ut pdictu est Juxta forma & effectu Testamenti & ultime Voluntatis pdict' ac Conditionis in eisdem content') de Dño p virga ad voluntatem Dñi secundu consuetudin' Manerii pdicti p Reddit' & Servitia inde prius debet' & de jure consuet' Et idem H. W. dat Dño de fine pro tali Admissione sua prout patet, &c. Peritque Dño fidelitatem suam Et admissus est inde Tenens, &c.

Presentatio
de Admis-
sione G. W.
preantea
facta & de
obitu ejus
Et quod
J. W. est
ejus Frater
& Here:
Qui admit-
titur per
Guardia-
num.

Cumque ad Curiam tent' pro Manerio pdicta' (talibus die Mense & Anno) G. W. admissus fuit Tenens ad unu Messuagiu duo Tenementa & circa viginti & annu messag' Terre Customar' & Periotabit exister' paret' Terrarum & Tenementor' super dict' B. & B. Jacen' prope C. G.
Cumque

Cumque ad ultimā Curia sent' pro Ma-
nerio predicto Comptum fuit & presenta-
tum quod predictus G. W. citra tunc
ultimā Curia obiit inde sciat' Et quod
J. W. est ejus frater & proximus Heres
Modo ad hanc Curia venit predict' J. W.
Et humillime petit se admitti Tenen-
tem ad Premissa Cui Dominus p. He-
neshallum suum predict' concessit & libe-
rabit inde scissam per virgā habend'
& Tenend' predicta Messuagium sive Ce-
nementum & omnia & singula alia premissa
cum suis & eorū pertinentiis quibuscunq;
psat' J. W. Heredibus & Assignatis suis
de Dño per virgā ad voluntatem Domi-
ni secundu' consuetud' Manerii predicti per
reddit' & servic' inde prius debet' & de
jure consuet'. Et predictus J. W. dat
Dñs de fine prout patet, &c. Et ad-
missus est inde Tenens Sed fidelitas sua
respeuatur quousque, &c.

Ac postea sedente Curia tam Custodia
corporis ipsius J. W. (qui infra Etatem
viginti & unius Annorū jam existit) quam
Dispositio predict' Messuagii sive Ce-
menti & Premissorū fuerunt (ad requisiti-
onē ipsius J. W.) commissi & concessi
P. R. quousq; &c. Et idem P. R. admis-
sus fuit Guardianus Et solvit finem
proinde, &c.

Ad hanc Curia comptum fuit & Pre-
sentat' p. Homag' predict' Quod B. G.
unus Customar' Tenent' hujus Manerii
citra ultimā Curia & ante hanc Curia
(scilicet talibus die & Mense ult' preterit')
sursum.

Presentatio
de sursum-
reditione
condicio-
nali.

sursumreddidit in manus Dñi p manus
 H. J. & C. C. duod Tenend Customar'
 Manerii illius totum illud Messuagium
 sive Tenementu suu Cum Atriis Doma-
 riis Horeis Stabulis & Omnibus aliis
 Structuris & Edificiis adinde spectan
 situat' in S. M. predicta Et nuncupat'
 sive cognit per nomen de Foine-Deale
 & unam Croftu Pasture vocat' D. Croft
 adjungen certis quibusda Terris modo
 in occupatione H. C. vel Assignatoz suoz
 continen p estimatione una acra (sive plus
 sive minus) cum pertinentiis Ad soltu pro-
 priu Opus & Huius B. C. de, &c. Heredu &
 Assignu suoz imperpetuu Sub hac ta-
 men conditione quod si predict' B. C.
 Heredes Executors Administratores vel
 Assignati sui solvant vel solvi causabunt
 p dicio B. C. Executoribus vel Assignatis
 suis aut alteri eoz annuatim duran
 tribus annis separales denar' summas
 postea mentionat' apud domu mansiona-
 lem ipsius B. C. situat' in, &c. predicta
 ad tales dies & in tali modo sequen vi-
 delicet super octavu diem J. qui fuerit
 in Anno Domini, &c. summa triginta &
 sex solidi legalis Monete Anglie Acetiā
 super nonum diem J. qui fuerit in
 Anno Domini, &c. similem summa tri-
 ginta & sex solidi consimilis legalis Mo-
 nete Pecnon super decimum diem J. qui
 fuerit in Anno Domini, &c. summa
 triginta & unius librar' & sexdecim solis-
 da consimilis legalis Monete qd tunc
 p dicit' sursumredditio fore vacua aut aliter
 permanere in vigoze.

Maner' de S. W. cum Membr'. } ff. Curia. Visus Franci Plegii, cum Curia Baronis A. B. Armigeri Domini Manerii predicti ibidem tent' in Septimana Paschæ, videlicet die Martis octavo Die Aprilis Anno Regni, &c. Annoque Domini, &c. coram C. D. Gen' Seneschallo ibidem.

Effon' C. T. Miles, P. P. Armig' & S. R. Gen. Effon' de Comuni Effonio.

Juratores pro Domino Rege, cum Homagio ibidem.

C. G.	} Jur'	D. T.	} Jur'	S. R.	} Jur'
R. G.		R. W.		F. T.	
C. D.		W. R.		T. J.	
C. T.		G. T.		W. W.	

Juratores & Homagium predicta presentant & Ammerciant. W. J. Gen' B. M. Gen' & omnes alios Tenentes Customar hujus Manerii qui fecerunt default ad comparend' ad hanc Curiam ad hunc diem ad faciend' eor' separalia sectas & servicia ad sex denar' p' quolibet eorundem separatim Ac omnes alii qui sunt Decennar' hujus Manerii quilibet eor' Ammercatur p' se separatim ad duos denar' p'ro consimili default' sua.

Defaltores presentat' & ammerciant'.

Rent 2 d.

admissi sunt inde Tenen' Et fec' fidelitatem, &c.

A Surrender of customary Tenements in Fee.

Ad hanc Cur' present' est quod H. R. un' Customar' Tenen' huius Manerii extra par' Cur' & ante hanc Cur' die Sab't Anno Domini Millimo Trecentesimo sexagesimo octavo sursumredit' in manus Domini Manerii predicti per manus & acceptationem W. D. Ballii Domini in present' C. D. & J. C. duorum Customar' Tenen' Manerii predicti id testat' secundum consuetudin' Manerii predicti totum illud customar' Messuagium sive Tenementum quocunque nomine sive nominibus idem appellat' sive cogn' sit una cum omnibus & singulis domibus Edificiis structur' atriis hortis gardenis & quinq' acris terre Customar' plus sive minus eidem spectan' sive pertinen' simul cum aliis per, tin' prout eadem sunt situat' jacent' & existend' in B. predicta' ac in tenura sive occupatione A. S. sive Assign' suorum Ad opus & usum P. M. sive Assign' suorum imperpetuum Super quo present' hic in Cur' predicta' J. humillime petit de Domino admitti Tenen' ad Messuagium predicta' cum pertin' Cui Dominus per Seneschall' concessit inde seisinam per virgā habend' & tenend' eidem H. Heredibus & Assignatis suis imperpetuum ad voluntatem Vni secund' consuetudin' Manerii predicti per reddit' & servic' inde prius debit' & de jure consuet' Et dat' Vno de fine novem Libras Admissus est inde Tenen' Et fec' fidelitatem, &c.

Ad

Ad hanc Cur' Domag present' qđ A. C. Present-
 de P. in Com E. Butcher, unus Customar' ment of a
 Tenen' hujus Manerii citra ultima Cur' Surrender
 & ante hanc Cur' scilicet septimo die Fe- to Uses on
 b'uar'ii Anno Domini Millimo Sexcentes Condition
 simo Sexagesimo septimo sursum reddidit
 in manus Dñi Manerii predicti per
 manus & acceptationem T. B. loca Bal-
 l'ii Domini in presentia B. R. & R. W.
 duor' Customar' Tenen' Manerii predicti
 secundum consuetudin' Manerii totu' il-
 lud Customar' Messuagium sive Tene-
 ment' (vocat' Clerlock) cum omnibus ex-
 tradomibus structur' horreis stabulis
 atriis gardenis & quinor' acris ter-
 re Customar' plus sive minus eidem
 spectan' unacu' suis & quibuscumq' eor'
 pertinentiis prout ead' sunt situat' jacen'
 & existen' in s. predia & modo in tenura
 sive occupatione R. sive Assign' suor' Ad
 opus & usu' W. B. de alta Ongar' in
 eodem Com & Assign' suor' imperpetuu'
 Mobilis tamen sub Conditione si predia
 A. C. Heredes Executores Administrato-
 res sive Assigni sui bene & veraciter sol-
 vant seu solvi faciant eis W. B. Exe-
 cutoribus Administratoribus sive Assign'
 suis plena summa septuaginta & Quatuor
 libraru' & quatuor solidor' legalis monete
 Anglie modo & forma sequen' videlicet
 quadraginta & duos solidos inde super
 septimu' diem Augusti tunc pror' sequen'
 & septuaginta & duas libras & duos so-
 lidos residuu' inde Et remanere inde sup
 octavu' diem Feb' qui foret in Anno vices-
 simo

Amo primo Regni Domini nostri Caroli
secundi Dei gratia Anglie Scotie Fran-
cie & Hibernie Regis fidei Defensoris,
Ec. Annoq; Domini Millesimo sexcente-
simo sexagesimo octavo ad vel infra Pond
mansionalem ipsius G. vocat' C. P. A-
tuat' & existen' in Parochia de alra G.
pzed' absq; fraude sive dolo quod tunc sur-
sumredditio pzedic' foret vacua & nullius
effectus Aliter remaneret & staret in ple-
nis potestate & effectu, Ec.

Presentatio
quod R. A.
non solvit
100 l. J. A.
secundum
sursumred-
ditionem,
ideo prima
Proclama-
tio fact'.

Ad hanc Curiam compertum est per
Homaq; quod ad Cur' tent' pro Domingo
hujus Manerii decimo septimo die Aprili-
lis Anno Regni Domini Regis nunc des-
cimo octavo R. A. unus Customar' Ce-
nen' hujus Manerii sursumreddidit in
mandis Domini unid Customar' Cene-
mentum, vocat' Brewers, ac tres Custo-
mar' acras terre ac unum al Customar'
Coragiū eid' pertinentiis ad usum J. A.
& T. A. de B. magna & Here v' suodim-
perpetuu' sub Conditione ad solvendū cen-
tum & sex Libras eisdem J. A. & T. A.
Executozibus Administratozibus vel Al-
sgid' suis super decimum octavum diem
Aprilis Anno Domini Millesimo sexcen-
tesimo sexagesimo septimo tum sursumred-
ditio pzedicta foret vacua Modo com-
pertum est ad hanc Curiam quod pzedic'
centum & sex libze non fuer' solut' se-
cundum formā & effectum Conditionis
pzedicte Et quod pzedictus C. A. mor-
tuus est Pzedictusque J. A. ipsum su-
perbixit Super quo prima Proclamatio
facta

facta fuit ad hanc Curiam quod predictus
 A. A. veniret in Cur' hic admitti Tenen-
 tem ad Tenementa predicta cum pertid
 aut aliter Dominus eadem Tenementa
 cum pertid seisset in manus suas pro-
 prias sed predictus A. licet solempniter
 exactus non venit sed default' fecit, &c.

Ad hanc Curiam compertum est per Ho-
 magium quod B. B. unus Customar' Ce-
 nen' hujus Manerii citra ult' Cur' & ante
 hanc Cur' scilicet vicesimo secundo die Ja-
 nuarii Anno Regni Domini Regis nunc
 decimo nono sursumreddidit in manus
 Domini per manus & acceptationem W. B.
 Armigeri nuper Benesehalli Manerii pre-
 dicti unum Messuag' sive Tenementum
 cum dimid' acre terre Customar' & Herio-
 tabil' vocat' Godfreys & unum Croftum
 terre vocat' Swaines continend' quinque a-
 cras & tresdecim acras terre vocat' Tinges
 Customar' & Heriotabil' & unum Hopy-
 pet' continend' unum Rodam terre parcelle
 Tenementi vocat' Scarlets Acetiam una
 parcellam terre contid' per estimationem
 tres acras & dimid' Customar' & Heriota-
 bil' parcelle Tenementi vocat' Sabernes ad
 opus & usum A. P. Sed Hered' & Assigni
 suorum imperpetuum Proviso semper qd
 si predict' B. B. Heredes Executores Ad-
 ministratores sive Assignati sui solvent vel
 solvi facient eidem A. Executoribus Ad-
 ministratores sive Assignati suis trescen-
 tas & novem libras ad Domum mansio-
 nalem C. P. Scriptoris Aruat' in C. in
 Com' Midd' super vicesim' tertium diem

Present-
 ment, That
 the Money
 was not
 paid accor-
 ding to the
 Condition,
 and Procla-
 mation
 made.

Julit tunc pro' sequen quid tunc fur-
 sumreddicio predicta foret. vacua Aliter
 remaneret in vi & plena robore Quodq
 denarii p'dicti non fuer' solus' secundum
 formam & effectum Conditionis predictae
 Super quo prima Proclamatio facta fuit
 ad hanc Cur' quod predict' A. P. veniret
 in Cur' admitti Tene' ad Tenementa pre-
 dicta cum pertin' Aut aliter Dominus
 eadem Tenementa cum pertin' seisset in
 manus suas proprias Sed predictus A.
 licet solempniter exaa' non ven' sed default'
 fecit, &c.

Present-
 ment of the
 Payment of
 Money on
 a Condi-
 onal Sur-
 render.

Ad hanc Curiam compertum est per
 Homagium ibidem super Sacramentum
 J. S. quod W. C. solvit S. P. & M.
 uxori ejus quinquaginta Libras & totum
 interesse superinde debet' secundum ef-
 fectum Conditionis laa' ad Cur' tene'
 nono die Martii Anno decimo septimo Ca-
 roli secundi Regis nunc Ideo idem W.
 sit inde quiet', &c.

Maner'

Maner' de S. cum Membr'. } ff. Curia Baronis A. B. Armigeri Domini Manerii predicti ibidem tent' 16 die Octob' Anno Regni, &c. Annoque Domini, &c. coram C. D. Seneschallo ibidem.

Effon' B. A. Effon' de Communi Effonio.

Homagium	{	C. G. Gen'	}	Jur'	{	D. T.	}	Jur'
		R. G.				W. R.		
		G. T.				A. W.		
		R. W.				B. R.		
		O. T.				B. G. &		
		A. R.				K. J.		

I Opprimis quilibet Tenens hujus Manerii qui fecit defaultam ad hanc Curiam ad hunc diem Amerciatur per Homagium predictum ad duodecim denarios separatim. Amerciament.

Item ad hanc Curiam compertum est Presentamenta.
 & presentatum per Homagium predictum quod R. J. Sed Unus Customariorum Tenentium hujus Manerii citra ultimam Curiam obiit seiscitus de uno Tenemento & tribus acris (vel eo circiter) terre Customar' Et quod R. J. est ejus Filius & Heres (qui circa etatem annorum jam existit) Et quia nullus venit ad hanc Curiam succumcapere premissa predicta & admitti ad eadem ex parte predicti Death of a Tenant, and who his Heir.

dicti Infantis Ideo prima Proclamatio facta est.

For digg-
ing on, and
incloſing
the Waſte.

Item preſentatum eſt ad hanc Curiam per Homagium predictum quod C. J. ci- tra ultimam Curiam effodit & incluſit parcel- lam Vaſti Domini hujus Manerii abuttan ſuper Terras Cuſtomar' predicti C. jacent in III. Quodque in caſu predic- tus C. non extraponet (Anglice ſhall not lay out) predictam parcel- lam Vaſti Com- munitie ex qua cepit eandem ante primum diem Decembris proxime futur' Foriſta- ciet Domino Manerii predicti quinque ſolidi.

Simile.

Item preſentant & amerçant P. R. pro conſumiti Offenſa 5 s. in caſu ut ſupra.

Simile.

Item preſentant & amerçant S. R. Sed pro Effoditione Vaſti Domini Ma- nerii predicti ad quantitatem ſex peric- cat' (Anglice Rods) vel eo circiter ad de- cem ſolidi pro tali Offenſa ſua in caſu ut ſupra.

Simile.

Item preſentant & amerçant P. W. Tenen' predicti S. R. pro Effoditione Va- ſti Soli Domini hujus Manerii ad quan- titatem trium periccat' (Anglice Rods) vel eo circiter ad 5 s. pro tali Offenſa in caſu ut ſupra.

Simile.

Item preſentant & amerçant C. W. Senio- rem pro conſumiti Offenſa ad quan- titate.

citatem sex perticat' (Anglice Rods) ad decem solid' in casu ut supra.

Item presentant & amerciant p^{re}dict' E. M. p^{ro} depastione (Anglice Feeding) Communie ad prejudicium Tenentium Domini hujus Manerii ad decem solid'.

Pro depastione communie.

Item presentant & amerciant E. M. Juniozem p^{ro} superoneratione (Anglice Surcharging) Communie cum obibus & aliis Averijs ad viginti solid'.

Pro superoneratione communie.

Item presentant & amerciant E. J. p^{ro} Effoditione (Anglice Digging up) Communie circa tres perticat' ad quinq^{ue} solid' p^{ro} tali Offensa.

Pro Effoditione Communie.

Item presentant & amerciant G. J. p^{ro} Effoditione (Anglice Digging up) & Inclusionione parcelle Communie in casu p^{re}dict' G. non extraponet (Anglice shall not lay out) eandem ante p^{ri}imum diem Decemb^{ris} p^{ro}cor' futur' ut supradictum est ad quinque solid'.

Pro Effoditione & Inclusionione.

Item presentant & amerciant L. J. p^{ro} succisione Jampnorum super Passum D^{omi}ni hujus Manerii & p^{ro} Depastione herbe ibidem cum Obibus & aliis Averijs ad viginti solid' p^{ro} tali Offensa.

Pro succisione Jampnorum & Depastione herbe.

Item presentant & amerciant J. G. p^{ro} Depastione Verbagii crescenti super Passum Domini hujus Manerii cum Obibus

Pro depastione Verbagii.

bus & aliis Abertiis ad Modicum solidi &
sex denar' pro tali Offensa.

Pro non
Reparatione.
ne.

Item presentant quod Dominus huius
Manerii debet reparare & emendare Pa-
nuam pendentem apud superiorem finem
Locii (vocat' C. Green) modo existentem in de-
casu.

Simile.

Item presentant quandam aliam Pa-
nuam pendentem apud inferiorem finem Locii
predicti (vocat' C. Green) fore in decasu
Et debet esse reparat' & emendat' etiam
per Dñum Manerii predicti.

Presentatio
pro permis-
sione Janue
deciden'.

Item presentant & amerciant J. C.
Gen' pro permissione Janue sue ducen-
tem ab Ecclesia de W. usque ad P. H. deci-
dere (Anglice to fall down) pro decasu
inde In casu ipse non Eriget (An-
glice shall not set up) alteram de novo ante
primum diem Decembris prox' futur' ad
decem solidi.

Pro Impe-
dione pas-
sagii, &c.

Item presentant & amerciant S. R. p
Muritione (Anglice Walling) & Inclu-
sione cuiusdam Fabricationis Fabri Fer-
rarii (Anglice a Smith's Forge) nuper Ex-
posit' (Anglice set out) super Vastum Do-
mini per quendam H. J. ad Impedi-
mentum (Anglice the Hindrance) Tenen-
tium Dñi Manerii predicti utendi passa-
gium per & trans Fabricationem predictam
ad 20 s. in casu ipse non faciet li-
berum passagium per & trans eandem Fa-
bri-
ficationem

hitationem ante primum diem Decembris prox' futur'.

Item presentant & amerciant R. M. Pro faciend' biduam pro non Emundatione (Anglice Nocum-
Cleansing) duo) Mulbo) trans fossatum tum.
prope Benellam (vocat' R. Lane) ad Ro-
ciummentum Communis alie Regie vie
ibidem & populi transend per eandem
Et quod ipsa Emundabit & Escoriabit
eadem Pulba ante primum diem De-
cembreis prox' futur' sub pena forisfa-
ciend' Domino hujus Manerii quinque
solid.

Modo ad hanc Curiam venit B. S. Gid. Licentia
mus Tenen Customar' hujus Manerii Domini di-
Et humillime petit Licentiam Dimit- mittend'
tendi Omne illud Customarium suum Terras.
Tenementum & circa ferdicium acras
Terre Customar' (vocat' S.) modo vel
nuper in tenura sive occupatione C. I.
vidue Metiam Totum illud suum Mel-
suagium cum dimidio unius Virgat'
Terre Customar' (vocat' H.) in occupa-
tione H. C. Et unum Crostum Terre Cu-
stomar' (vocat' S. Magna) continend circa
quinque acras. Et circa tresdecim acras
Terre Customar' vocat' C. Et unum
Doppetum continend circa rodam Parcel-
lam Terrarum Customar' vocat', &c.
Acetiam unam parcelam Terre Customar'
continend circa tres acras & dimidium
unius acre parcelle cujusdam Tenementi
vocat' Sa. Cui quidem B. S. Dominus

Manerii predicti per Seneschallum suum
 predictum & per H. J. Gen (qui modo est
 per Dominum Manerii predicti pro hac
 vice ad hoc autorizat) in aperta Cu-
 ria dedit & concessit Libertatem & Li-
 centiam dimittendi predicta Messuagia
 & Premissa cum eorum & eorum cunjuncti-
 bet pertind cuidam B. A. de, &c. Ex-
 ceutoribus & Magnatis suis Haben-
 dum & Tenendum predicta Messuagia
 & premissa eidem B. A. & Magni suis
 a festo Sancti Michaelis Archangeli
 ult' preterit' usque finem & terminum
 quadraginta Annoꝝ extunc pꝛor' sequend'
 & plenarie complend' & finiend' (si pre-
 dictus B. A. tam diu vixerit) Ita quod
 Dominus & Domini hujus Manerii
 pro tempore existend' possit & possint de
 tempore in tempus durante termino
 supradicto in eadem dimissa premissa
 sive in aliquam partem sive parcellam
 inde Intrare Seisire Distringere sive
 Capere aliqua alia licita remedia pro
 Reddit' Servitiis Finibus Amercia-
 mentis aut aliis Debitis vel Servi-
 tiis debitis aut fore debitis pro & in res-
 pectu premissorum predictorum ita plene
 ad omnia intentiones & proposita sicut
 hec pꝛesens Licentia non fuisset habit'
 sive concessa Et predictus B. A. dat
 Domino pro Fine pro Licentia illa ha-
 bend' quinque Libras Sterlingorum.

Cum ad Curiam Tent' pro hoc Manerio. (tal die & anno) ult' preterit' com-
 pertum & presentatum fuit p tunc Roma-
 gium ibidem quod P. W. nupt' unus
 Customar' Tenens hujus Manerii obiit
 circa tunc ultima Curia Et quod in vita
 sua videlicet (super ultimo diem D. tunc
 ult' preterit) sursum reddidit in manus
 Dni Manerii predicti per manus C. G.
 Sen & C. G. Iam duorum Customari-
 orum Tenentium ejusdem Manerii totu
 illud Cotagium Customar' cum omnibus
 suis pertinentiis adinde spectan Ad Cer-
 tos Usus & super Conditiones in Testa-
 mento & ultima voluntate suis specificat'
 Modo ad hanc Curiam venit P. W. fi-
 lius ejusdem P. W. Et profert hic in
 Cur' Testamentu & ultima voluntatem
 prefat' P. W. sub sigillo Cur' Peroga-
 tive Cantaur' Provinc' dat', &c. per quod
 ipse predians P. W. disposuit de premis-
 sis predictis in hec verba Anglicana se-
 quens, viz. I give and bequeath all my
 Copyhold Cottage and Lands thereunto be-
 longing, lying in the Manor of S. W. in the
 said County of, &c. to my Son H. W. and
 to the Heirs of his Body lawfully begotten.
 And for Want of such Issue to the right
 Heirs of me, the said P. for ever. Upon
 this Condition, That he the said H. or his
 Heirs, or any other to whom the same may
 come or descend, do pay Forty Shillings a
 Year Quarterly, for Twelve Years after my
 Decease, unto E. my Wife, for her Livelih-
 ood and Maintenance; and in Default of
 the

Presentatio
 de obitu
 P. W. qui
 sursum red-
 didit ad
 usus in ult'
 voluntat',
 Et H. W.
 profert in
 Cur' volun-
 tatem ill',
 Et admit-
 titur.

the same, as aforesaid, my said Wife to have and enjoy the same for such Time, until the Arrears thereof shall be satisfied and paid unto her, with the Sum of Two Shillings Six-pence over and above for every Quarter so unpaid by him or them, until the said Quarterly Payment, and the Penalty of Two Shillings and Six-pence aforesaid be fully satisfied. *Proit per eandem voluntatem plenius apparet* Qui quidem H. III. ad hanc Curiam humillime petit se admitti Tenentem ad predicta Cotagium & Premissa cum pertinentiis Qui Dominus Manerit predicti p. Hereschaude suo predicto ad hanc Curiam conceat & liberabit inde seissus per virga habendum & Tenendum eadem Cotagium & Premissa cum pertinentiis p. lat' H. III. & Heredibus de corpore suo legitime p. ceat' (Remanere inde ut p. dictum est Juxta formam & effectum Testamenti & ultime Voluntatis p. dicta' ac Conditionis in eisdem content') de Dño p. virga ad voluntatem Dñi secundum consuetudinem Manerii p. dicti p. reddit' & Servitia inde prius debita' & de jure consuet' Et idem H. III. dat Dño de fine pro tali Admissione sua p. sent patet, &c. Feritque Dño fidelitatem suam Et admissus est inde Tenens, &c.

Presentatio
de Admis-
sione G. W.
p. ceante
ra & de
obitu ejus
Et quod
J. W. est
ejus Frater
& Here:
Qui admit-
tatur per
Guardia-
num.

Cumque ad Curiam tent' pro Manerio p. dicta' (talibus die Mense & Anno) G. W. admissus fuit Tenens ad unum Messuagium sive Tenementum & circa viginti & annos terras Terre Customar' & Periorabit existens parcella Terrarum & Tenementorum super dicta' B. & B. Jacen' prope C. & Cumque

Tumque ad ultimam Curiam venit pro Manerio predicto Computum fuit & presentatum quod predictus G. W. citra tunc ultimam Curiam obiit inde scilicet Et quod J. W. est ejus frater & proximus Heres. Modo ad hanc Curiam venit predictus J. W. Et humillime petit se admitti Tenentem ad Premissa Cui Dominus p. Seneschallum suum predictum concessit & liberabit inde scilicet per virgam habendam & Tenens predicta Messuagium sive Tenementum & omnia & singula alia premissa cum suis & eorum pertinentiis quibuscumque p. J. W. Heredibus & Assignatis suis de Dño per virgam ad voluntatem Domini secundum consuetudinem Manerii predicti per redditum & servicium inde prius debuit & de jure consuevit. Et predictus J. W. dat Dño de fine prout patet, &c. Et admissus est inde Tenens sed Fidelitas sua respectuatur quousque, &c.

Ac postea sedente Curia tam Custodia corporis ipsius J. W. (qui infra Etatem viginti & unius Annorum jam existit) quam Dispositio predicti Messuagii sive Tenementi & Premissorum fuerunt (ad requisitionem ipsius J. W.) commissa & concessa P. R. quousque, &c. Et idem P. R. admissus fuit Guardianus Et solvit finem proinde, &c.

Ad hanc Curiam computum fuit & Presentatum p. Homagium predictum Quod B. G. unus Custos Tenentis hujus Manerii citra ultimam Curiam & ante hanc Curiam (scilicet talibus die & Mense ult. preteritis) sacrum.

Presentatio
de sursum
redditione
condicio-
nali.

sursumreddidit in manus Dñi p manus
 H. J. & C. C. duos Tenend Customar'
 Manerii illius totum illud Messuagium
 sive Tenementu suu Cum Atriis Doma-
 riis Horeis Stabulis & Omnibus aliis
 Structuris & Edificiis adinde spectan'
 situat' in S. M. predicta Et nuncupat'
 sive cognie per nomen de Poine-Meale
 & unum Croftu Pasture vocat' D. Croft
 adjungen' certis quibusda Terris modo
 in occupatione H. C. vel Assignatoz suoz
 continend p estimatione una acra (sive plus
 sive minus) cum pertinentiis Ad solu pro-
 priu Opus & Huius B. C. de, &c. Heredu &
 Assigno suoz imperpetuu Sub hac ta-
 men conditione quod si predict' B. C.
 Heredes Executors Administratores vel
 Assignati sui solvant vel solvi causabunt
 p'diao B. C. Executoribus vel Assignatis
 suis aut alteri eoz annuatim duran'
 tribus annis separales denar' summas
 postea mentionat' apud domu mansiona-
 lem ipsius B. C. situat' in, &c. predicta
 ad tales dies & in tali modo sequen' vi-
 delicet super octavu diem J. qui fuerit
 in Anno Domini, &c. summa triginta &
 sex solidi legalis Monete Anglie Acetia
 super nonum diem J. qui fuerit in
 Anno Domini, &c. similem summa tri-
 ginta & sex solidi consimilis legalis Mo-
 nete Pecnon super decimum diem J. qui
 fuerit in Anno Domini, &c. summa
 triginta & unus libran & serdecim soli-
 doz consimilis legalis Monete qd tunc
 p'dia' sursumredditio fore vacua aut aliter
 permanere in vigoze.

Maner' de S. W. cum Membr'. } ff. Curia Visus Franci Plegii, cum Curia Baronis A. B. Armigeri Domini Manerii predicti ibidem tent' in Septimana Paschæ, videlicet die Martis octavo Die Aprilis Anno Regni, &c. Annoque Domini, &c. coram C. D. Gen' Seneschallo ibidem.

Effon' C. T. Miles, P. P. Armig' & S. R. Gen. Effon' de Comuni Effonio.

Juratores pro Domino Rege, cum Homagio ibidem.

G. G.	} Jur'	D. T.	} Jur'	S. R.	} Jur'
R. G.		R. W.		F. T.	
C. D.		W. R.		T. J.	
C. T.		G. T.		W. W.	

Juratores & Homagium predicta Pre- Defactores
sentant & Amerciant. vii. s. Gen' presentat
B. M. Gen' & omnes alios Tenentes & amer-
Customas hujus Manerii qui fecerunt de-
falt' ad comparend' ad hanc Curiam ad
hunc diem ad faciend' eor' separalia sec-
tas & servicia ad sex denar' p' quolibet
eorundem separatim Ne omnes alii qui
sunt Decennar' hujus Manerii quilibet
eor' Amerciatur p' se separatim ad duos
denar' p' consimili defalt' sua.

Officium Constabular' pro Anno sequen'
Et ipsi sunt iur' ad exequenti Officium
predia'.

Custodes
Bosci.

Item C. D. & W. J. electi sunt ad
hanc Cur' per Juratores pdia' in Of-
ficium Custodum Bosci Dñi Manerit pre-
dicti pro Anno sequen' Et ipsi sunt simi-
liter iur' ad exequenti Officium predia'.

Custodes
Porcorum.

Item D. J. & B. R. electi sunt ad hanc
Curiam per Juratores predictos in Of-
ficium Custodum Porcorum eund per &
trans & depascen' infra Campos hujus
Manerit pro Anno sequen' Et ipsi sunt si-
militer iur' ad exequenti Officium pre-
dia'.

Gustator
Cervicie.

Item A. J. electus est ad hanc Curia
per Juratores predicta' in Officium Gusta-
toris Cervicie pro Anno sequen' Et ipse
est similiter iur' ad exequenti Officium
predia'.

Communis
Finis.

Item Juratores & Homagium predicta'
dicunt super Sacramentum suum predicta'
Et p'sentant quod ex antiqua consuetu-
dine debetur Dño hujus Manerit pro
Communi Fine 1 s. 6 d. ad hanc Cur'
plat' & solut' per illos.

Modo de Curia Baronis.



CUM ad Curiam tent' pro Manerio
 p'dico (talibus die Mense & Anno)
 R. J. Gen' admissus fuit Tenens ad
 unum Messuagium sive Tenementum Custos
 mar' cum pertinentiis jacen' & existen'
 prope H. R. unacum Domariis & Atriis
 adinde spectan'. Ac etiam ad unam Par-
 tellam Terre Customar' jacen' & existen'
 super posteriorem partem (Anglice the
 Backside) ejusdem Messuagii continen' p'
 Estimationem una acra Pechon ad una
 quando alia partella Terre Customar' &
 Heriotabil' (vocat' B.) continen' per Esti-
 mation' tres accras prout per Rotulos
 Cur' Manerit' p'dicta plenius liquet &
 apparet Cumque ad ultimam Curiam tent'
 p' Manerio p'dicta Compersum fuit &
 Menstrat' per tunc Homagium ibidem qu'
 p'dictus R. J. mortuus erat Et quod
 p'dierat sciat' de p'dictis Messuagio &
 Premissis Et quod R. J. fuit ejus filius
 & heres, & circa Etatem trium Annorum
 Modo ad hanc Curiam venit p'dict' R. J.
 in propria persona sua Et per S. J.
 Matrem suam petit admitti Tenementum
 ad p'dicta Messuagia & p'missa Cui
 Dominus per Seneschallum suum p'dict'
 ad hanc Curiam concessit & liberabit inde
 seisinam per virgam habend' & tenend' pre-

Of Courts-Leet,

dicta Messuagium & Premissa cum pertinentiis eidem W. J. Heredibus & Aliis Agnatis suis imperpetuum Tenendi de Dño per virgam ad voluntatem Dñi secundum consuetudin' Manerii per reddit' & servic' inde prius debiti & de jure consueti Et idem R. admissus est inde Tenens fecitq; finem Dño pro p̄missis sed fidelitas ejus respectuatur, quousq; &c.

Mater Infantis admittitur Guardian' ejus.

Ac postea sedente Curia tam Custodia corporis ipsius R. J. Infantis. quā dispositio p̄dicto Messuagii sive Tenementi & cetero p̄missi ac reddit' & p̄suo inde concessi & commissi fuerunt eidem S. (Matri p̄fat' R.) quousq; &c. Et p̄dicta S. admissa fuit Guardian' ipsius R. sup. inde.

Finis secte respectuatur solut'.

Ad hanc Curiam venit W. S. & solvit Dño p̄ fine p̄ respectuacione secte W. H. Fratris ejus 24 s. p̄ viginti & quatuor annis ult' elaps' Et idem W. S. agreebit solvere Dño 12 d. annuatim p̄ p̄dicta fine pro secta respect' per p̄fat' W. H. Et quod p̄dictus W. H. comperuit in propria persona sua & fecerit secta & servicium sua Dño hujus Manerii pro Terris & Tenementis que de eo tenuit ad aliquod tempus ante Festum Sancti Michaelis Archangeli p̄ior' futur' (U tunc superstes est & in plena vita extiterit).

Et modo ad hanc Curiam quidam M. J. Sacram^{nt}
 dixit super Sacramentum suum corporale quod in Mense Aprilis ult^o p^{re}terit^o p^{re}dictus
 M. J. fuit in plena vita & bona valetu-
 dine (Anglice good Health) apud A. in
 Germania inferiori.

Maner' } ss. Curia Baronis A. B. Armigeri
 de C. } Domini Manerii p^{re}dicti ibi-
 cum } dem tenet^r (talibus die Mense &
 Membr' } Anno) coram G. W. Armigero
 Seneschallo ibidem.

Esion' Null' Null' Null' Null'.

C. G. }
 G. T. } Jur' { R. G. }
 W. J. } { R. W. } Jur' { B. R. }
 C. T. } { T. J. } { C. T. } Jur' { K. J. }

In primis Homagium p^{re}dictum p^{re}sentant Defakores.
 tant & Amerciant omnes Tenentes
 Customarⁱⁱ hujus Manerii qui fecerunt
 default Comp^{re}sentie ad hanc Curiam ad
 faciend^{um} s^{er}va^{ti}o^{ne} sua ad vid^um per eod^{em}
 quemlibet separatim.

Item p^{re}sentant & amerciant S. J. Ma^{gn} Presenta-
 litozem pro successione & abscariatione uⁿⁱta^{ta}menta Of-
 nius Arboris & Communia ad p^{re}dictum fendarum.
 D^{omi}ni Manerii p^{re}dicti & ejus Tenent^{is} ad quin-
 que solid^{os}.

Item presentant quod S. R. nuper presentat & amerciat fuit ad hanc Curiam pro incrochiacione super vasto Vhi Et quia non exposuit eadem hucusque Ideo amerciant ipsum p hac tali secunda Offensa ad quinque solidis.

Obit' Tenen' Customar.

Item presentant quod A. C. Junior unus Customar Tenen' hujus Manerii citra ultimam Curiam tenet pro Manerio pdicta obiit scilicet de quadam minori parcella Terre Customar & Heriotabil' continend' per estimationem tres Rodas (sive plus sive minus) jacent apud Ribulum in B. S. Et quod D. S. est ejus filia & prox' heres.

Simile.

Item presentant etiam quod A. W. unus al' Customar Tenens Manerii pdicti est similiter mortuus citra ultimam Curiam Et quod obiit scilicet de diversis Terris & Tenementis Customariis tenet de hoc Manerio Et quod R. W. (frater ejus natu major) est ejus proximus heres.

Simile.

Item presentant quod B. S. Gen' unus alius Tenens Customarius Manerii pdicti citra ultimam Curiam obiit scilicet de quodam Messuagio (vocat' D.) & diversis Parcellis Terre Customarii & Heriotabilis Ac etiam de duobus aliis Messuagiis sive Tenementis Customariis Ac de diversis aliis Terris Customariis Et quod B. S. ejus filius nati maximus (qui modo infra Etatem viginti & unius Anno existit) ejus heres est Et dicunt quod

quod ipsi ignorant quod p̄fat' defunct' habuit aliqd Animal vivens (Anglice quick Cattel) tempore mortis sue.

Item compertū est & p̄sentatū per Homaginū p̄dictū quod W. H. Gen' unus Customar' Tenens hujus Manerii circa ultimā Curia & ante hanc Curia (scilicet talibus die Mense & Anno) Cursumreddidit extra Curia in manus Dñi Manerii p̄dicti per manus & acceptationē D. C. & R. G. duorum Customar' Tenend' ejusdm Manerii in p̄sentia S. J. Generosi stantis in loco Ballivi Dñi Manerii p̄dicti totum illud ejus Messuagiū sive Tenementū & duas acras Terre Customar' cum pertinentiis tenē de Manerio p̄dicto Et que modo sunt vel aliquando fuerunt vocat' P. Ac totum illud Messuagiū sive Tenementū Customar' & decem acras Terre Customarie & Heriotabilis in H. aliquando vocat' H. H. Pecnon totum illud aliud Customar' Messuagiū sive Tenementū cum decem acris Terre Prati & Pasture Heriotabil' cum pertinentiis jacend' versus quendam Montū (vocat' M. Mill Hill) aliquando J. N. Accia totū illud Messuagiū sive Tenementū Customar' & triginta acras Terre Prati & Pasture Heriotabil' cum pertinentiis (vocat' Knights) Omnia que quidā Messuagia sive Tenementa Terre Hereditamenta & p̄missa sunt situat' jacend' & existend' infra Manerium p̄dictum & tenentur de eodm Manerio Accia omnia alia

Sursumred-
ditio per
W. H. ad
usum Te-
sti, &c.

Custumaria sua Terrarū Tenementa & Hereditamenta quęcunq; tenta de Manerio p̄dico ad Opus & Usū Testamenti & ultime voluntatis in scriptis ipsius M. p̄. & talium Personarū sive talis persone & eorū sive ejus Heredū quibus vel cui idem M. p̄. per talia Testamentum sive ultimā voluntatē sua devicaret eadem.

Presentario
de Admissi-
one A. W.
& de obitu
suo & de
admissione
prox' He-
redis.

Cum ad Curiam tent' pro Manerio p̄dico suo vicēsimū septimū diem Aprilis Anno, &c. A. III. admissus fuit Tenens ad quoddā Cotagium & unam acram Terre (vocat' P.) Cumq; ad hanc Curiam compertum existit & presentatum p̄ Homagium ibidem Qd̄ citra ultimam Curiam p̄dictus A. III. mortuus est Et quod R. III. est ejus Frater & proximū Heres Mōdo ad hanc Curiam in propria p̄sona sua venit p̄fatar' R. III. Et humiliter petiit se admitti Tenentem ad p̄missa Cui Dominus per Seneschallum suum p̄dictum concessit & liberabit ei selsnam inde p̄ virgam Habendum & Tenendum p̄dictā Cotagium & unam acram Terre cum p̄tinentiis p̄fatar' R. III. Heredibus & Assignatis suis de Domino per virgam ad voluntatem Dñi secundum consuetudinē Manerii p̄dicti per reddit' & servicia inde prius debita & de jure consueta Et idē R. III. admissus est inde Tenens Et solvit Domino p̄inde finem, &c.

Cum ad Curiam tent' pro Manerio p̄dicto quinto die Aprilis Anno Dñi, &c.
supra

supranominatus A. W. similiter admissus fuit Tenens ad unum Cotagium & novem acras Terre (vocat' P.) jacent' & existent' apud quendam Locum (vocat' P. B.) Modo compertum & p'sentum existit per Domagium ad hanc Curiam quod p'dictus A. citra ultimam Curiam obiit sine Ex- it' de corpore suo Et quod R. W. est ejus Frater & proxim' Veres Modo ad hanc Curiam in propria persona sua ve- nit p'dict' R. W. Et petit se admitti Tenentem ad p'missa ult' mentionat' Cui Dñs hujus Manerii p' Beneschal- lum suum p'dictum ad hanc Curiam concessit inde seisinam per virgam Pa- bendum & Tenendum p'dict' Cotagium & novem acras Terre cum pertinentiis ipsi eidem R. W. Heredibus & Assignatis suis de Dño per virgam ad voluntatem Dñi secundum consuetudinem Manerii p're- dicti per reddit' & servicia inde prius de- bit' & de jure consuet' Et idem R. ad- missus fuit inde Tenens Et solvit Dño de fine proinde prout patet, &c. Ac postea & ad hanc Curiam p'dictus R. W. sursumreddidit in manus Dñi Maner- ri p'dicti per manus Beneschalli p're- dicti (stantis in loco Ballivi Dñi p're- dicti) totum illud Cotagium & novem acras Terre supramentionat' cum perti- nentiis ad Opus & Usus B. P. de, &c. Heredum & Assignator' suorum Et modo ad hanc Curiam in propria persona sua venit idem B. P. & humillime petit se admitti Tenentem ad p'missa p'dicta &c

Simile de
admissione
prefat' A.
W. ad alia
Ten'ta &
de obitu
suo & quod
R. W. est
ejus Frater
& Heres,
qui admis-
situr Et sur-
sumreddi-
dit G. P.
qui admis-
sit.

Hus & aliis Abertis ad' Modicum solidi & sex denar' pro tali Offensa.

Pro non
Reparatio-
ne.

Item presentant quod Dominus huius Manerii debet reparare & emendare Januam pendentem apud superiorem finem Locī (voc' C. Green) modo existentem in decasu.

Simile.

Item presentant quandam aliam Januam pendentem apud inferiorem finem Locī predicti (vocat' C. Green) fore in decasu Et debet esse reparat' & emendat' etiam per Dñum Manerii predicti.

Presentatio
pro permis-
sione Janue
deciden'.

Item presentant & amerciant J. C. Gen' pro permissione Janue sue ducend' ab Ecclesia de W. usque ad P. H. deciderē (Anglice to fall down) pro decasu inde In casu ipse non Eriget (Anglice shall not set up) alteram de nobis ante primum diem Decembriis prox' futur' ad decem solidi.

Pro Impe-
ditione pas-
sagii, &c.

Item presentant & amerciant S. R. p' Muritione (Anglice Walling) & Inclusionē cuiusdam Fabricationis Fabri Ferrarii (Anglice a Smith's Forge) nuper Exposit' (Anglice set out) super Vastum Domini per quendam P. J. ad Impedimentum (Anglice the Hindrance) Tenentium Dñi Manerii predicti utendi passagium per & trans Fabricationem predictam ad 20 s. In casu ipse non faciet liberū passagium per & trans eandem Fabricationem

hilationem ante primum diem Decembris prox' futur'.

Item presentant & auerant **R. M.** Pro faciend' Nocumentum.
 viduam pro non Emundatione (Anglice
 Cleansing) duo Pulboa trans fossatum
 prope Wentham (vocat' R Lane) Ad No-
 cumentum Communis ante Regie vie
 ibidem & populi transend per eandem
 Et quod ipsa Emundabit & Escortabit
 eadem Pulba ante primum diem De-
 cembria prox' futur' sub pena forisfa-
 ciend' Domino hujus Manerii quinque
 solid.

Modo ad hanc Curiam venit **B. S. G.** Licentia Domini di-
 mitemd' Terras.
 unus Tenent Customar' hujus Manerii
 Et humillime petit Licentiam Dimit-
 tendi Omne illud Customarium suum
 Tenementum & circa serdecim acras
 Terre Customar' (vocat' S.) modo vel
 nuper in tenura sive occupatione **C. I.**
 vidue Metiam Totum illud suum Mes-
 suagium cum dimidio unius Virgat'
 Terre Customar' (vocat' H.) in occupa-
 tione **H. C.** Et unum Croftum Terre Cu-
 stomar' (vocat' S. Magna) continend' circa
 quinque acras Et circa tresdecim acras
 Terre Customar' vocat' **C.** Et unum
 Doppelum continend' circa rodam Parcel-
 lam Terrarum Customar' vocat', **Sc.**
 Acetiam uxam parcellam Terre Customar'
 continend' circa tres acras & dimidium
 unius acre parcelle cujusdam Tenementi
 vocat' **Sa.** Cui quidem **B. S. Dominus**

tionem) iacent in H. (vocat' H.) Periotabil' (Existed parcell' undecim acrarum Terre ibid' vocat' H.) Acetiam ad unum aliud Crostum Terre iacens prope H. S. continens per estimationem quatuor acras (vocat' S.) Periotabil' Habend' & Tenend' predia' Messuagium & Premissa ad usum predia' C. f. & J. ad Terminum vitar' ipso' C. f. & J. ac vite eor' alterius diutius videri Remanere inde Hereditibus predia' C. Cumq; ad alia' Curia' teni' pro hoc Manerio tricesimo die Septembris Anno Domini, ec. predictus C. sursumreddidit in manus tunc Domini huius Manerii per manus tunc Beneschalli sui Reversionem predia' Messuag' & omnium alio' Premisso' immediate post decessus ipso' C. f. & J. Ad usum S. tunc uxoris ipsius C. & Assignato' suo' durante vita sua Que quid' S. inde admissa fuit Cumque etiam ad alia' Curia' teni' pro hoc Manerio octavo die Maii Anno Domini, &c. predictus C. sursumreddidit eadem Premissa Ad usum Testamenti & ultime voluntatis suae in scriptis. Prout in & per separalia Rotula earund' Curiar' superius mentionat' plenius liquet & apparet Modo ad hanc Curia' compertu' & presentatu' existit p' Homagium ibid' quod prefat' C. H. citra ultima' & ante hanc Curia' obiit Quodque super ejus mortem acciderint tria Periota debet' Domino huius Manerii Compertum est etia' p' Homagium predia' quod pred' S. & f. & J. omnes obierunt ante predia' C. Et insuper compertum est

est per idem Domagium quod predictus E.
per Testamentum & ultimam voluntatem
sua in scriptis (hic in Cur' prolata) sub
manu & sigillo predicti E. xercedat' ter-
tiodecimo die Augusti Anno Domini, &c.
dedit & legavit predicta Messuag' & Pre-
missa prout sequitur in hiis Anglicanis
verbis sequentibus videlicet, Whereas I have
heretofore surrendered all my Copyhold
Lands, Tenements, and Hereditaments, ly-
ing within the Manors of D. H. and S. W.
in the County of, &c. to such Uses, Intents,
and Purposes, as by my last Will and Testa-
ment should be expressed, limited, and de-
clared, as by the several and respective Sur-
renders thereof, and Copies of the Court-
Rolls of the said several Manors, may ap-
pear: Now I do, by this my last Will and
Testament, express, limit, and declare, That
the said several Surrenders of my said Copyhold
Lands, shall be to the Use and Behoof of
my dear Wife E. H. her Heirs and Assigns,
for ever. And my Mind and Will is, That
she shall have the said Lands and Promises
to her, her Heirs and Assigns, for ever.
Et eadem E. H. existens hic in Cu-
ria presentis (Et producens hic eadem
Testamentum & ultimam voluntatem e-
iusdem nuper viri sui ut predictum est)
petit se admitti Tenentem ad Messuagi-
um & cetera premissa predicta Cui Do-
minus Manerii predicti per Beneschal-
lum suum predicta ad hanc Curiam con-
cessit & liberabit inde seisinam per vir-
gam Habendum & Tenendum predicta
Messuagium & cetera omnia & singula
Premissa cum pertinentiis prefat' E. H.

Of Courts-Leet,

Hereditibus & Assignatis suis imperpetuum de Domino per viſtam ad voluntatem Domini secundum consuetudinem Manerii predicti per redditum & servitia inde prius debita & de iure consueta Et eadem & h. solvit Domino de fine pro admissione sua Premissa inde habenda triginta & quingule libras Sterlingorum fecitque fidelitatem suam Et admissa est inde Tenens, &c.

Maner' de } ff. Curia Visus Franci Plegii, cum
S. W. cum } Curia Basonis A. B. Armigeri
Membr'. } Domini Manerii predict' tent'
 Die Martis tertriodecimo Die
 Aprilis Anno Domini, &c. co-
 ram W. G. Armigero Senes-
 challo ibidem.

Effon' C. T. Miles, S. R. Gen. & G. J. Gen.

Juratores & Homagium ibidem.

C. G. Gen.	} Jur'	C. T.	} Jur'	A. R.	} Jur'
G. T. Gen.		R. G.		T. J.	
W. J. Gen.		D. T.		C. W.	
C. D.		W. R.		W. W.	
R. W.		G. P.		P. H.	

Ipprimis presentant communem finem Presenta-
menta Ju-
ratorum.
 solvend' Domino Manerii fore 1 s. 6 d.
 quem ipsi hic in Cur' obtulerunt.

Item presentant quod R. J. unus Prima Pro-
clamatio
pro Herede
fore ad
miss' ei.
 Customar' Tenen' hujus Manerii citra
 ultima Curia obiit seistus de uno Cu-
 stomar' Cotagio & Pomario situat infra
 Manerium predict' Et quia nullus ven-
 adinde fore admittend' Ideo prima Pro-
 clamatio facta fuit, &c.

Sursumred-
diditio con-
dictionalis
solvendi
40 l.

Ad hanc Cur' Domag presentant quodd
R. N. unus Customar' tenend hujus Ma-
nerii citra ultimā Curia & ante hanc Curia
scilicet tertiodecima die Aprilis Anno Do-
mini millesimo sexcentesimo sexagesimo nono
sursumreddidit in manus Domini Maner-
rii predicti per manus W. D. (loco Bal-
libi Domini in presentia J. D. & J. C.
duorum Customar' tenend hujus Manerii
id testand secundū consuetud' Manerii pre-
dicti totū illud Customar' Messuagium
sive tenentum cum Extradomibus Edificiis
Structur' Arriis Horreis Gardinis & una
acra terre Customar' plus sive minus cū
omnibus & singulis suis pertind eidem
spectand prout sunt situat' jacent' & existend
prope East-Howgate infra Maneriū pre-
dictū modo in tenura & occupatione R. J.
sive Magr' suorum Ad Opus & Usū J. S.
de D. in Com' Essex' Blacksmith Hered' &
Magr' suoz imperpetuū Proviso semper
& sub hanc Conditionē quod si predictus
R. N. Hered' Executores Administratores
sive Magr' sui solvant seu solvi faciant
prefat' J. S. Executoribus Administra-
toribus sive Magr' suis plenā summā qua-
dragint' librar' & octo solidoz bone & le-
galis monet' Anglie in vel super quar-
tum decimū diem Octob' proxime sequend
sursumredditionē pdictā ad Domū maner-
nalem ipsius J. S. situat' in D. pdictā
absque fraude sive ulteriori dilone qđ tunc
sursumreddictio predicta foret vacua & nul-
lius effectus alit' remaneret in plenīs ro-
boze & effectu.

Ad hanc Cur' Domag' present' qđ J. B. ^{Sursumred-}
 unus Customar' tenend' hujus Manerii ^{ditio super}
 citra ultimā Cur' & ante hanc Curiam ^{al' Condi-}
 scilicet tertiodecima die Aprilis Anno ^{tion' sol-}
 Domini millesimo sexcentesimo sexagesi- ^{vendi.}
 mo nono sursumreddidit in manus Do-
 mini Manerii per manus W. D. (loco
 Ballivi Domini ac in p'sentia J. D. &
 R. A. duorū Customar' tenend' hujus Ma-
 nerii id testat') secund' consuetud' Maner-
 rii p'edia' Tōrū illud Customar' Mes-
 suag' sive tenend' cbit' vocat' sive cogn' p
 nōen de Webb's cum omnibus domibus
 extradomibus horreis stabulis atriis hor-
 tis. gardinis & duobus Clausis sive Crof-
 tis terre Customar' continend' per estima-
 tionē quatuor ac' plus sive minus Herio-
 tabit' cum suis & eorū quibuscūq' p'ind
 utuat' in B. p'dia' & modo in tenura
 C. D. sive Assign' suorū Ad opus & usum
 J. C. de R. in Com' Esser' Hered' & Assign'
 suorū imperpetuū Probato semp' qđ si p's
 J. C. Hered' Executor' vel Administrator'
 sui solvant seu solvi fac' p'fat' J. C. Ex-
 ecutoribus Administratoribus sive Assign'
 suis plenam summam nonaginta librarū
 novem solidorum & duorū denar' bone &
 legalis monete Anglie in vel sup' quar-
 tum decimum diem Octobris proxime
 sequend' sursumreditionē p'dia' ad Domū
 manōnalem p'dia' J. C. utuat' in B.
 p'dia' quod tunc sursumredictio p'dicta
 foret vacua aliter remaneret in plenis co-
 boze & effectu, &c.

Admissio
A. W. &
Uxor' in
Tallio ad
Ten'ta ei
devifat'.

Ad hanc Cur' Homag' present' qđ H. W.
Gen' nuper unus Customar' Tenem' hujus
Manerii ac unus filioꝝ J. W. Senio-
ris de M. in Com' Essex' Armigeri &
unus Nepotum A. W. Gen' fratris
dicti J. W. citra ultimam Curiam &
ante hanc Curiam obiit scilicet de Di-
versis Customar' Tenent' de Dñō
hujus Manerii per virgam ad voluntate-
tem Domini secundi consuetudinē Manerii
p̄dicti Et quod p̄dictus H. W. ante obi-
tum suum sursum reddidit omnia & Angu-
la tenita sua p̄dicta in manus Dñi Maner'
p̄dicti Ad opus & usum testamenti & ult'
voluntatis sue Adq; ante obitum suum
scilicet primo die Septembꝝis An Dñi
millimo sexcentesimo sexagesimo quinto
p̄dictus H. W. condidit testamentum &
ult' voluntatem suam in scriptis & per
eamdem voluntatem debisabit omnia testi-
ta sua Customar' in hiis Anglicanis
verbis sequen' videlicet; Impꝛimis, I
do hereby devise and bequeath unto A. W.
one of the Sons of the said J. W. the El-
der, and one of my Brothers by J. the Wife
and Relict of the said J. W. the Elder, All
that my customary Messuage or Tenement,
and two Acres of Land, with the Appurtenan-
ces holden of the Manor of S. in the County
of Essex, which are, or sometimes were, called
Painters: And also all that my other custo-
mary Tenement, and Ten Acres of Land,
Meadow and Pasture, with the Appurtenan-
ces lying towards Wealdmill-bill, sometimes
J. A. holden of the said Manor of S. And

also all that my customary Tenement, and Ten Acres of Land, lying in *Howgate*, sometimes called *Howgates*, held likewise of the said Manor of S. And also all that my customary Messuage or Tenement, and Thirty Acres of Land, Meadow, and Pasture, with the Appurtenances, called *Knights*, holden of the said Manor of S. And also all other my Copyhold and Freehold Lands, Tenements, and Hereditaments whatsoever, situate, lying, and being, in the Parish of S. or elsewhere in the County of *Essex*. All which said Copyhold Lands, Tenements, and Hereditaments, with the Appurtenances, I have heretofore surrender'd in the Hands of the Lord of the Manor of S. aforesaid, to the Use of my last Will and Testament; to have and to hold all and singular the said customary Messuages, Lands, Tenements, Hereditaments. And also the said Freehold Lands, Tenements, and Hereditaments unto the said *A.W.* his Heirs and Assigns for ever.

Prout per testamentum predictum in scriptis hic in Cur' prolat' plenius liquet Super quo predictus *A.* presens hic in Curia cum *J.* Uxore ejus humillime pet' quod ipse & Ux' ejus admittantur tenend' ad separalia Customar' tenementa predicta cum pertinentiis sibi & Hereditus de corpore ipsius *A.* super corpus predictae *J.* procreat' & pro defectu tal' exit' remanere inde regis Heredibus ipsius *A.* imperpetuum Quibus quidem *A.* & *J.* Dominus per Seneschallum concessit inde seisinam per virgam habend' & tencud' separalia tenita predicta cum pertinentiis

C c 3

presat'

prelat' A. W. & J. & Heredibus de corpore ipsius A. super corpus predicta J. procreat' Et pro defectu talis erit' remanere inde reals Heredibus ipsius A. in perpetuum per virgam ad voluntatem Domini secundum consuet' Manerii predicti per reddit' & servic' inde prius debit' & de jure consuet' Et dat' Dño de Fine, &c. admissi sunt inde tenend' Et predicta A. fec' fidel, &c.

Amerciaments.

III. III. amerciat' per Homag' quia succidit quinq; Alnos in Mōza de S. ad unum solidū.

Quilibet Tenens hujus Manerii qui non comperuit ad hanc Cur' amerciat' est per Homag' ad sex denar'.

Maner'

Maner' de S. } ff. Curia Baronis W. S. Milit' Domini Manerii predict' ibidem tenet' duodecimo die Octob' Anno Regni, &c. coram S. W. Gen' Deputat' Seneschallo (pro hac vice) J. S. Gen' Seneschalli ibidem.

Esſon' ff. M. P. Armig' G. L. J. S. S. M. W. H. quilibet eorum Esſoniatur de Co'i Esſon'.

Homag' { T. G. Gen.
P. G. Gen.
J. A. Gen.
J. S. } Jur' { W. C.
J. W.
&
J. B. } Jur'.

AD hanc Cur' Homag' present' quod Obit' J. C.
J. C. nuper unus Customar' tenend' hujus Manerii qui tenuit sibi & Hereditib' suis de Domino per virga ad voluntatem Dñi secundum consuet' Manerii p'dict' unum Messuagium & quatuor acras terre cum pertind' Heriotabil' citra ultimam Cur' & ante hanc Curia obiit inde seise unde accidit Dña unum Heriot Ac qd J. C. etatis quatuor Annorum est ejus Filius & p'xor' Heres qui licet p'imo solempnit' exact' fuit ad comparend' in Cur' admitti tenend' ad tenementa p'edicta cum pertinentiis non comperuit Ideo ejus p'ima defalt' Recordatur, &c.

Item Homag' present' quod ostium de Howhatch (Anglice Howhatch-Gate) re-

parari debet per Dñum hujus Manerii
vel per ordinem ejus.

Item Homag' present' qđ quidam Pons
pedestris infra Pozohers reparari debet
per Dominum hujus Manerii vel ordi-
nem ejus.

Ad hanc Cur' T. B. Filius & Heres
3 Proclam'. T. B. nuper unus Customar' tenend' hujus
Manerii tertio solempnit' exat' fuit ad
comparend' in Cur' & admitti tenend' ad
tenementa cum pertin' de quibus p'edicta.
T. B. Pater ejus obiit seisc' & non com-
peruit Ideo ejus tertia defalta retozda-
tur Et p'cept' est Ballivo quod seiscire fac
Default. And Sei-
sura. teñta p'edicta cum pertin' in manus Do-
mini ut Domino sqzissat' &c.

Maner' } ff. Cur' Baronis W. S. Militis Do-
de S. } mini Regis servien' ad legem
ibidem tent' coram J. S. Gen.
Seneschallo ibidem.

Effon' W. S. W. W. G. G. Quilibet eorum
Effon' de Communi Effon'.

A. B. Miles M. P. Armig' R. S. Gen. S. B. ^{Defaltor.}
Gen' A. B. Gen. T. B. D. A. R. B. T. C.
A. W. Gen. W. H. D. C. T. D. F. C. H. V.
P. G. H. S. H. P. J. K. Quilibet eorum
quia non comperuit ad hanc Curiam amer-
ciat' est ad sex denar'.

Homagium { T. G.
J. W.
J. T.
N. M.
J. V.
J. C. } Jur' { G. R.
R. A.
W. C.
W. R.
&
T. A. } Jur'.

A D hanc Cur' Homag' p'sent' qđ A. T. ^{Obit' A. T.}
nuper unus Customar' Tenen' hujus
Manerii qui tenuit sibi & Heredibus suis
de Dño hujus manerii un' Customar'
Messuag' sibi tentum & quinque acras
terre cum pertin' (vocat Cleerlocks) citra
ultimā Curia & ante hanc Curia obiit
inde scissit' Et quod E. T. est ejus filius
& p'ximus Heres Qui p'sens hic in
Cur' humillime p'et de Domino admitti
tenend'

tenend ad ten p̄dicta cum p̄rtiū Cui Dominus per Seneschallum concessit & liberabit inde seisinam per virgā Habend & tenend tēta p̄dicta cum p̄rtiū p̄fat. & Heredibus suis imperpetuū ad voluntatem Domini secundū consuetudinem Manerii p̄dicti per reddit' & serbīc inde p̄ius debīt' & de jure consuet' Et dat' Domino de Pine, &c. admīss' est inde Tenens Et fec' fidelitat' &c.

Sursūmreddi-
rio ad
usum testi.

Ad hanc Cur' R. M. unus Customar' tenend hujus Manerii sursūmreddidit in manus Dñi per manus & acceptationē Seneschalli Cur' p̄dicte unū Messuagiū & sex acras terre cum p̄rtiū situat' in Coxie Green in occupatione J. R. Ad opus & usum testamenti & ultime voluntatis sue in scriptis & talis persone & talid' personarū & Heredi suoz quat' per p̄dicta Testament' & ultimam voluntatem suam forēt limitat' & appunctuat', &c.

Admissio
J. C.

Ad hanc Curiam J. C. de P. in Cond. Essex, Yeoman, in p̄pria persona sua ven' & humillime per' de Dño admitti tenend ad unū Customar' Messuagium sive tenementū cognit' p nomen de W. & ad duo Clausa terre Customar' cum p̄tiū continend p estimationē quatuor acras sive plus sive minus sibi nuper forissac' Cui Dñus per Seneschallū concessit & liberabit inde seisinā per virgā Habend & tenend p̄fat' J. C. Heredibus & Assignis suis imperpetuū per virgā ad voluntatē Dñi secundū

quodum consuetud' Manerii predicti per reddit' & servic' inde prius debet' & de jure consuet' Et dat' Dñs de fine, &c. admissus est inde tenens Et fec' fidelitat' &c.

Ad hanc Curiam T. B. licet secundum consuetud' Manerii predicti tertio solempnit' exat' ad comparand' in Cur' & admitteri tenend' ad unum Customar' Messuagium & sexdecim acras terre cum pñd' vocat' Wiggile non veñ sed defalt' sed Ideo ejus tertia defalta super tertiam Proclamation' Recordatur Et super hoc ven' hic in Cur' M. H. vidua Et humillime pet' se admitti tenen' ad tenementa pñd' cum pertinentiis ubi forisfact' pñd' non solutione ducentar' & decem librar' legalis monete Anglie ad diem jam preterit' Cui Dñs p' Beneschallum concessit & liberabit inde seissnam per virgam ad voluntate Dñi secundum consuetudin' Manerii pñd' per reddit' & servic' inde prius debet' & de jure consuet' Et dat' Dñs de fine, &c. admissus est inde tenens & fec' fidelitat', &c.

Admissio
vidue.

Ad hanc Curiam R. A. unus Customario tenentium hujus Manerii citra ultimam Curiam & ante hanc Cur' scilicet vicesimo primo die Octobris ult' preterit' sursumreddidit in manus Dñi hujus Manerii p' manus M. D. (loco Ballivi Dñi in presentia G. R. & J. D. duo) Customar' tenen' hujus Manerii id testan') secundum consuet' Manerii pñd' Cor' illud Customar' Messuag' abbe tenent' &

Sursumred-
ditio ad
usum.

Et unam accram terre Customar' situat' & existen' p'pote East Howgate per Pilgrims Hatch, in tenura H. J. sive Assign' suoz ad opus & usum J. S. de S. O in Comd Essex Blacksmith, Hered' & Assign' suoz imperpetuum Super quo p'dictus J. S. p'fens hic in Cur' humillime pet' se admitteri Tenen' ad tenita p'dicta cum p'erin' Cur' Dñus per Seneschallum concessit & liberabit inde seisinam per virgam Habend' & tenend' sibi Heredibus & Assign' suis per virgam ad voluntatē Dñi secundum consuetud' Manerii p'di per reddit' & servic' inde prius debit' & de jure consuet' Et dat' Dño de Fine, &c. admissus inde tenens Et fec' fidelitat' &c.

Obitus.

Ad hanc Cur' Homag' p'fent' quod J. C. vidua nuper una Customar' tenen' hujus Manerii citra ult' Curiam obiit Et quod G. C. est ejus Filius & p'ximus Heres.

Amerci.

Quilibet tenens hujus Manerii qui non comperuit ad hanc Curiam ad fac' sua' Cur' amerciatur per Homag' ad sex denar'.

Maner'

Maner' } ff. Curia Baronis W. S. Mil', &c. Do-
de S.--- } mini Manerii prædicti ibidem tēnt'
 die Lune vicesimo die Septembris
 Anno Regni, &c. coram J. S.
 Seneschallo ibidem.

Esſon. Null. Null.

Homagium { P. G. }
 { W. C. }
 { J. S. } Jur' { J. A. }
 { J. C. } { R. W. }
 { T. D. } { J. T. } Jur'.
 { N. M. }

A. B. Miles, 6d. M. P. Arm 6d. Defaltores.
 C. M. vid 6d. C. A. 6d. C. H. vid
 6d. Quilibet eorū amerciatur ad hanc Cu-
 riam p' Homag' quia non comperuit ad
 hanc Curiam ad fac' sextam Cur' ad sex
 denar' p'out patet super eorū separat' Capi-
 tibus.

M. D. vid quia non comperuit ad hanc Amerci-
 Curiam ad faciend' sextam Cur' Ac in fa- ment'.
 ciend' sextam Cur' defecit per quam pluri-
 mos Annos jam ultimos elapſos amerci-
 atur per Homag' ad decem solidi.

Ad hanc Cur' in aperta Cur' coram Se: Admissio.
 neschallo & toto Homag' ven' C. G. Sen
 Gen' in ppria p'sona sua & sursum reddi-
 dit in manus Dñi p' manus & acceptas
 sic

tionem Seneschalli Cur' p'dict' per virgā
 omnes ill' parcelle Customar' terre & p'ati
 vocat' Woodward's, continend per estimationem
 quindescim accras plus sive minus cum
 p'rtin in Parochia de S. in Com' Essex
 Ad usum T. M. Mend pro & durand vita
 sua natural' Et post ejus decessum ad
 usum M. Uxoris ejus pro & durand vita
 sua natural' Et post eod' decessu talibus
 uibus & talibus person' prout p'edia'
 T. M. per aliquod script' sive per aliquā
 al voluntate & Testament in scriptis
 sub ejus manu & sigillo declarabit sive
 constituet Et pro defectu talid' declara-
 tionis sive constitutionis Heredibus dicti
 T. M. imperpetuum Super quo p'dictus
 T. M. p'fens hic in Curia humillime
 petit de Vno admitti tenend ad tenita
 p'dict' cum p'tin p term vite sue secundū
 formā sursumreddit' p'dict' Remanere
 inde in forma p'dicta Cui Vnus per Se-
 neschallum conceit & liberabit inde sei-
 snā per virgam Habent & tenend sibi &
 Aliis suis per virgā ad voluntate Vni
 secundū consuet' Manerii p'dict' pro ter-
 mino vite sue Remanere inde in forma
 p'dict' Et dat Vno de Pine p tali statu
 suo durand termino vite sue, &c. admis-
 sus est inde Tenens Et fec fidelitat', &c.
 Remanere inde ut supra spectand, &c.

Sursum-
reddicio.

Ad hanc Cur' A. M. Gen unus Cu-
 stomar' tenend hujus Manerii sursumred-
 didit in manus Vni Manerii p'dicti per
 manus & acceptationem Seneschalli p'dicti
 per

per virga tot' illud Customar' Messuagium
 sive tenent' & duas acras terre cum per-
 tin' vocat' Painters Et tot' illud Customar'
 Messuagium sive tenent' & decem a-
 cras terre p'p'rii sive pastur' & duas acras
 terre cum pertin' jacent' sicut Weald Mill
 nup' J. A. Metiam tot' illud Customar'
 Messuagium sive tenent' & decem acras ter-
 re cum pertin' jacent' in Howgate nuper
 vocat' Howgate Metiam totum illud Cu-
 stomar' Messuagium sive tenent' ac viginti
 aer' terre cum pertin' vocat' Knights ad
 opus & usum ipsius M. W. pro & duram
 termino vite sue natural' Et post ejus
 decessum remanere inde ad opus & usum
 ipsius J. A. & Aliis suis pro & duram
 vita sua natural' ac post ejus decessum re-
 manere inde rectis Hered' p'dict' M. W.
 imperpetuum Super quo p'dictus M. p-
 sent' hic in Curia ac p'dicta J. p' p'dictum
 A. Attorn' suum humillime petierunt de
 D'no concedere tenita p'dicta cum per-
 tin' p'fat' A. & J. & Aliis suis secundum
 formam sursumrestitutionis p'dictae Quibus
 quidam M. p'senti hic in Curia ac J. p'
 p'dicta' M. Attorn' suum D'nus p' Benes-
 challum concessit & liberabit inde seisinam
 p' virgam Habend' & tenend' tenementa
 p'dicta' cum pertinentiis p'fat' M. & Aliis
 suis p' & duram vita sua naturalis
 ac post ejus decessum remanere inde p'dicta'
 J. & Aliis suis pro & duram vita sua
 naturali ac post ejus decessum remanere
 inde Rectis Heredibus p'dictis M. W. im-
 perpetuum Ad voluntatem D'ni secundum
 consuetudinem Manerii p'dicti p' reddit' &
 servic

serbie inde prius debet' Et de jure consuet' Et p̄dici A. & J. dant Dñō de fine, &c. Et admissi sunt inde Tened Et p̄dictus A. fec' fidelitat' sed fidelitas p̄dicte J. respectuatur quousq̄, &c.

Admissio.

Ad hanc Cur' Homag' p̄sent' quod E. C. unus Customar' tenend' hujus Manerii citra ultima Curia & ante hanc Curia scilicet vicesimo sexto die februarii Anno Dñi Millimo sexcentesimo sexagesimo nono sursumreddidit in manus Dñi per virga per manus E. B. (loco Ballivi Dñi in p̄sentia T. Gen' & G. G. duor' Customar' tenend' hujus Manerii id testand') secundum consuet' Manerii p̄dicti totum illud Customarium Mesuagium suum vocat' Cleerlocks cum omnibus extradomibus Edificiis Pozreis Stabulis Atriis Pomariis Gardinis Posteriozibus (Anglice Backsides) & quinq̄ acras terre plus sive minus eidem spectand' cum omnibus & singulis aliis pertind' p̄out eadem sunt situat' jacent' & existend' in S. & modo vel nup sunt in tenura sive occupatione R. C. sive Assign' suor' Ad opus & usum E. C. Hered' & Assign' suor' imperpetuum super quo p̄dictus E. C. p̄sens hic in Curia humillime pet' de Dño admitti tenend' ad tēntum p̄dictum cum pertind' secundum formā & effectum sursumreddition' p̄dicte Cui Dñus p. Seneschallum concessit & liberabit inde seissnā per virga habend' & tenend' sibi Heredibus & Assign' suis imppetuum Ad voluntatē Dñi secundum consuet' Manerii p̄dict' p̄ reddit'.

reddit' & servic' inde prius debit' & de jure consuet' Et dat Dñs de fine quindecim libras admissus est inde tenens Et fec' Adelitai', &c.

Ad hanc Cur' Homag' present' quod G. Admissio.
 R. unus Customar' tenend' hujus Manerii citra ult' Cur' & ante hanc Curiam scilicet decimo sexto die Junii Anno Regni Regis Caroli secundi 22. Annoq; Dñi 1670. sursum reddidit in manus Dñi Manerii p'dicti p' manus & acceptatione P. G. & J. C. duos Customar' tenend' hujus Manerii in p'sentia R. W. Ballivi Dñi Manerii & secundum consuetudinē Manerii p'dicti Totum illud Croftum terre Customar' & Periotabil' vocat' Jordans continend' p' estimationē tres acras plus sive minus cum suis & eorū quibuscumq; pertind' situat' & existend' apud Coxie-Green in Parochia de S. & modo in occupatione G. R. Assignū sive Assignatorū suorū abuttand' super venellam vocat' Vere Lane ex orientē & super virid' vocat' Coxie Green ex occidentē Ad opus & usum P. M. Jun' Hered' & Assignū suorū imppetuum secundū consuet' Manerii p'dicti Super quo p'dictus P. p'sens hic in Curia humilime pet' de Dño admitti tenend' ad testatā p'dictā cum pertind' Cui Dñus per Beneschallū concessit & liberavit inde sctānam per virgam habend' & tenend' Abi Hered' & Assignū suis imperpetuum per virgam ad voluntatē Dñi secundū consuet' Manerii p'dicti Et dat Dñs de fine
 D d
 quaz

quatuor libras admissus est inde tenens.
Et fecit fidelitatem, &c.

Sursumred-
ditio ad
usum sur-
Condition.

Ad hanc Curiam Homagium prebent quod
J. W. unus Customar' tenens hujus Ma-
nerii citra ult' Curiam & ante hanc Curiam
scilicet septimo die Aprilis Anno Regni
Dñi Caroli Secundi nunc Regis Anglie,
&c. vicesimo secundo Annoq; Dñi 1670,
sursumreddidit in manus Dñi Manerii
predicti per manus T. B. (loco Ballivi
Dñi in presentia B. G. & B. R. duorum
customar' tenens hujus Manerii id testan-
) secundum consuetudinem Manerii predicti To-
tas septem pecias sive parcell' terre arabil'
pastur' & Customar' terre existens Periora-
bil' continens per estimationem viginti & septem
acras plus sive minus vocat' sive cognit' per
hec nomina sequens videlicet, Barnecroft,
Thillyfield, Layfield, Toryfield, Longfield & Fer-
necroft, modo in tenura sive occupatione
J. W. sive Assigni suorum ad opus & usum su-
perannominat' T. B. Heredi & Assigni suorum
imperpetuum Proviso semper quod si p-
dictus J. W. Heredes Executores Admi-
nistratores sive Assigni sui solvant seu sol-
vi faciant prefat' T. B. Executoribus
Administratores sive Assigni suis sum-
mam Cent' & duodecim librarum lega-
lis monete Anglie modo & forma sequen-
videl' tres libras inde in vel super sep-
timum diem Aprilis qui foret in Anno Dñi
millimo sexcentesimo septuagesimo primo
ac tres libras inde in vel super septimum
diem Octobris extunc proxime sequen' Ac
Centum & tres libras residu inde in vel su-
per

per octavū diem Aprilis qui foret in Anno
Dñi Millimo sexcentesimo septuagesimo
secundo adtunc Domū mansional'
ipſus A. B. atuat' in s. predia' quod
tunc surſumreddit' p'dia' foret vacua ali-
ter remaneret in plenīs roboze & effectu.

Ad hanc Curiam Domag' p'ſent' quod Similia
Surſumred-
ditio per
duos.
J. C. & W. C. duo Customar' tenen' hu-
jus Manerii citra ultimam Curiam &
ante hanc Cur' ſcilicet ſeptimo die Aprilis
Anno Regni Domini Caroli Secundi
nunc Regis Angl', &c. viceſimo ſecundo
Annoq; Dñi 1670. ſurſumreddider' in ma-
nus Dñi Manerii p virgā p manus C.
B. (in loco Ballivi Dñi in pſentia G.
G. & G. R. duoꝝ customar' teren' ipſus
Manerii id teſſan') Tot' ill' duas pccias
ſive parcell' terre vel paſture continen' p
eſtimation' decem & novem acras ſive plus
ſive minus unde una pccia inde vocat' p
nomen de Homefield Ad opus & uſum R.
S. Hered' & Aſſign' ſuozum imperpetuū
Prodiſo ſemper quod ſi p'dicti J. C. &
W. C. Heredes Executores Administra-
tores ſive Aſſign' ſui ſolbant ſeu ſolvi fa-
ciant pſat' R. S. Heredibus Executori-
bus ſive Aſſign' ſuis ſumam Centu' &
duodecim librarū legalis monete Anglie,
&c. modo & forma ſequen' videlicet tres
libras inde ſup ſeptimū diem Octobris
tunc prime ſequen' tres libras ſuper
ſeptimū diem Aprilis qui foret in Anno
Dñi Millimo ſexcentesimo ſeptuagesimo
& tres libras inde ſuper ſeptimū diem
Octobris extunc p'oxime ſequen' Ac Cen-
tū

tid & tres libras residuū inde super octavū diem Aprilis qui sozet in Anno Domini Millesimo sexcentesimo septuagesimo secundo ad Domū mansionalē ipsius R. Gual' in S. quod tunc sursum redditio illa sozet vacua alit' remaneret in plenis roboze & effectu.

Obit J. W. Ad hanc Cur' Homag' present' quod J. W. nuper Customar' tenens hujus Manerii citra ultimā Cur' & ante hanc Curia oblit' sciat' de viginti & septē acris terre cum pertin' unde pars inde est Heriotabil' Ac quod J. W. est ejus filius & primus Heres & etatis quindecim Annoꝝ qui licet primo solempnit' exat' fuit p' Proclam' ad veniend' hic in Cur' & admitti tenend' ad tenēta p'dicta cum pertin' secundum consuet' hujus Cur' non ven' sed defalt' fec' Ideo prima Proclam' & defalt' ejus recordatur, &c.

Maner' de S. } ff. Curia Baronis W. S. Militis, Domini Regis servien' ad Legem Domini Manerii predicti ibidem tenet' die Veneris terriodecimo die Januarii Anno Regni, Domini, &c.

T. M. Arm' A. W. Gen' A. B. Gen' S. B. Gen. Defaltores.
M. H. vid' D. A. J. W. J. B. R. W. W. H. D. C.
Gen' J. P. Gen' H. V. Gen' Quilibet eor' amerciat' per Homagium quia non comperuit ad hanc Cur' ad sex denar'.

Homagium { T. J. W. C. J. C. J. S. R. A. } Jur' { J. V. T. D. J. A. Gen' & T. B. } Jur'.

Ad hanc Cur' J. W. Filius & Heres J. W. qui ante ultimam Cur' obiit seiscit' de viginti & septem acris terre Customar' cum pertin' (unde pars inde est Periotabil') licet secunda solempnit' exact' fuit p' Proclam' ad veniend' hic in Cur' & admitti' Tene' ad testia predicta cum pertin' secundum consuetud' hujus Manerii non ven' sed defalt' fecit. Ideo secunda Proclam' & defalt' ejus recordantur, &c.

Prima Pro-
clam' He-
red' J. T.

Ad hanc Cur' Homag' present' quod
J. T. nuper unus Customar' tenen' hu-
jus Manerii qui tenuit de Dño sibi &
Hereditibus suis ad voluntatem Dñi se-
cundum consuetud' Manerii p'dicti unum
Customar' Messuag' & quatuor acras
terre cum pertin' citra ult' Cur' & ante
hanc Cur' obiit inde scilicet Edm' C. R.
Hr' J. R. & C. F. Jun' sunt ejus primi
Hered' Qui quidm' Hered' licet primo so-
lemniter erat' fuer' per Proclam' ad ve-
niend' hic in Cur' & admitti tenen' ad
tenita p'dict' cum pertin' secundum con-
suet' hujus Manerii non ven' sed defalt'
fec' Ideo prima Proclam' & eorundem de-
falt' recordantur, &c.

Admissio
J. S.

Ad hanc Cur' Homag' present' quod
G. L. unus Customar' tenen' hujus Ma-
nerii citra ultima Curia & ante hanc
Cur' scilicet decimo tertio die Octobris
Anno Domini Millesimo sexcentesimo sep-
tuagesimo sursum reddidit in manus Dñi
per manus W. D. loca Ballivi Dñi in
presentia E. D. & J. A. duos Customar'
tenen' Manerii p'dicti totam illam quar-
tam partem unius Messuagii sive teneti
& omn' terrar' & alior' pertin' eidem
spectand' p'ut eadem sunt situat' jacent' &
existent' in A. nuper in tenura sive oc-
cupatione J. B. sive Agg'd suo? Ad
opus & usum J. S. de A. in Com' Bed-
ford, Yeoman, Hered' & Agg'd suo? im-
perpetuū Qui quidm' J. S. presens hic
in

in Cur' humillime pet' de Dño se ad-
mitti tenend ad testis p'edicta cum per-
tin' Cui Dñus per Benesthallē concessit
& liberabit et inde seisinam per virgam
habend & tenend sibi Hered' & Assign'
suis Ad voluntatem Dñi secundum con-
suet' Manerii p'edicti per reddit' & Ter-
vie inde p'ius debet' & de jure consuet'
Et dat Dño de fine, &c. admissus est
inde tenens Et sec' fidelitatem, &c.

Ad hanc Cur' Homag' p'esent' quod
citra ult' Cur' & ante hanc Curiam scilicet
decimo nono die Octobris Anno Dñi
Millimo sexcentesimo septuagesimo S. B.
Gen' unus Customar' tenen' hujus Ma-
nerii sursumreddidit in manus Domini
Manerii p'edicti per manus & accepta-
tion' C. J. Gener' & R. W. duos Custo-
mar' tenen' Manerii p'edicti per manus
& acceptation' C. J. Gen' & R. W.
duos Customar' tenen' hujus Manerii
in p'esentia R. L. Gen' loco Ballivi Dñi
secundū consuet' Manerii p'edicti totum
illud Customar' Messuag' sive testum
Heriotabil' & sexdecim acras terre plus
sive minus vocat' Sabernes Acetiam
unam parcellam terre continen' tres a-
cras terre & dimid' unius acre terre He-
riotabil' parcell' dicti testis vocat' Sa-
bernes Ad opus & usum R. A. Hered'
& Assign' suorum imperpetuum Proviso
semper & sub hac tamen conditione qd
si p'edictus S. B. Hered' Executores Ad-
ministratores sive Assign' sui solvant
D d 4 seu

Sursumred-
ditio Con-
ditional'
S. B.

ten solvi fac' prefat' R. A. Executori-
bus Administratozibus Ave Assign' suis
Centum & tres libras legalis monete
Angl' Ad Domd mansonat H. A. a-
tuat' infra Aldgate, London, super vice-
simum diem Aprilis proxime future
quod tunc sursumredditio predia' faciet
vacua alit' remaneret in plena roboze &
vigore, &c.

Quilibet tenend' hujus Manerii qui non
comperuit ad hanc Curiam ad faciend'
legam Cur' amerciatur per Homagium
ad sex denar' &c.

Maner' de S---- } ff. Cur' Visus Flanc-Pleg' cum Cur'
Baronis W. S. Mil' Domini Regis
servien' ad legem tent' coram J. S.
Gen' Senescallo ibidem.

Efflon' Null' Null' Null'.

R. S. Gen. T. C. Gen. J. W. Gen. T. J. Gen. Defakorea.
A. W. Gen. W. H. Gen. M. H. vid. D. A.
R. B. Cleric. D. C. Quilibet eorum quia
non comperuit ad hanc Curiam ad faciend'
sectam Cur' separatim amerciatur per Ho-
magium ad sex denar'.

Homagium { J. A.
W. C.
J. S.
R. A.
W. P.
T. B. } Jur' { R. W.
T. D.
T. A.
G. R.
P. M.
N. N. } Jur'.

Ad hanc Curiam tertia proclamata facta Tertia Pro-
fuit qd J. W. Filius & Heres J. W. clamatio
nuper unus Customar' tenend' hujus Ma- pro J. W.
nerii veniret hic in Curia & admitter'
Tenend' ad viginti & septem acres terre
Customar' cum pectin' unde pars inde est
veriorabil' Et p'dictus J. W. Heres non
venit sed defalt' fecit Ideo tertia ejus de-
falt' recardatur, &c. Sed quia C. B.
Cui p'dicte viginti & septem acre terre
in Mortgagio p'nt' sunt per p'dictum
J. W.

J. W. Patrem in vita sua solvit Dñs hujus Manerii Finem et debet super obit p̄dici **J. W.** patris seiscus p̄diciq; viginti & septem acras terre respectuatur quousq; p̄dicius **J. W.** Filius delecerit in redemptione p̄diciq; viginti & septem acras terre & decessit in resolutione p̄dici finis p̄fatus **C. &c.**

Admissio
E. A.

Ad hanc Curiam post primam Proclamat' ad ult' Curiam factam **C. R.** Hroz **J. R.** una filiar' & Hered' **J. C.** nuper unius Customar' tenens hujus Manerii Qui tenuit sibi & Heredibus suis unum Messuagium & quatuor acras terre Customar' Admiss' est inde tenens ad p̄dicias quatuor acras terre Customar' jacent' prope Coxtie-Green prime terre Magri Heringe, Quæ quiddam quatuor acre terre in vita ipsius **J. C.** allotat' & divis' fuer' per eundem **J. C.** eidem **C.** Heredibus & Assign' suis ad voluntatem Dñi secundum consuet' Manerii p̄dici Et dat Dñs de fine, &c. admiss' est inde tenens sed fidelitas respectuatur quousque, &c.

Admissio
T. F.

Ad hanc Cur' post prima' Proclam' ad ultim' Cur' factam **C. F.** unus Hered' **T. C.** videlicet Filius & Heres **C. F.** & **A.** Hrozis ejus unius Filiarum & Hered' **J. C.** nuper unius Customar' tenens hujus Manerii Qui tenuit sibi & Heredibus suis unum Messuag' & quatuor acras terre Customar' jacent' prope Coxtie-Green Quod quidem Messuag' in vita ipsius **J. C.** allotat' & divis' fuer'

facto per eundem H. E. eidem C. f. pro parte
sua tenentium predictorum habent et tenent
eundem C. f. Heredes et Assigni suis ad vo-
luntatem Domini secundum consuetudinem Ma-
nerii predicti Et dat' Vñs de Fine, Et
admissus est inde tenens sed fidelitas re-
spectuatur quousque, Et.

Postea ad hanc Curiam Dominus Ma-
nerii per Beneschallum suum quia predictus
C. f. est infra etatem videlicet etatis decem
Annorum vel eo circiter commisit custodiam
corporis predicti C. f. quam Mes-
suag' predicti C. f. Patri ejusdem C. f.
quousque ad etatem quatuordecim Anno-
rum pervenerit Et deinde reddere compu-
tum, Et.

Ad hanc Curiam H. B. unus Custos Admissio
R. A.
manerii tenens hujus Manerii sursumred-
didit in manus Domini per manus et
acceptationem Beneschalli predicti totum
illud Customar' Messuagium sive tenentium
Heriotabil' et sexdecim acras terre sive
plus sive minus vocat' H. Acetiam unam
parcelle terre continens tres acras et dimidum
unius acre et Heriotabil' parcelle dicit
restit' vocat' H. Ad opus et usum R. M.
Heredes et Assigni suorum imperpetuum
Qui quidem R. M. presens hic in Curia
humillime petit se admitti tenentem ad tenentia
predicta cum pertinent Cui Dominus per
Beneschallum concessit et liberabit ei inde
seisnam per virgam habent et tenent
tenentia predicta cum pertinent eidem R. M.
Heredes et Assigni suis ad voluntatem Vñi
secundum consuetudinem Manerii predicti Et dat'
Domino

Domino de fine, &c. admissus est inde teneo Et fecit fidelitatem, &c.

Postea sedens Cur' p'dictus R. N. sursumreddidit in manus Domini per manus & acceptationem Beneschalli Cur' p'dicte omnia & singula Customar' tenita p'dicta cum pertinet ad opus & usum testamenti & ultime Voluntatis sue & talis persone sive talium personarum & talium statuum sive stat' quas per tal' testamentum sive ultimam voluntatem in scriptis forent limitat' specificat' sive apunctuat' &c.

Sursumred-
ditio J. S.
ad usum
test'i.

Ad hanc Curiam J. S. unus Customar' tenens Manerii sursumreddidit in manus Dñi per manus & acceptationem Beneschalli Curie p'dicte quartam partem unius Messuagii & terrarum eidem spectantem cum pertinet ad opus & usum Testamenti & ultime voluntatis sue & talis persone sive talium personarum & talium stat' sive status quas per tal' testament' & ult' voluntat' in scriptis forent limitat' specificat' sive apunctuat' &c.

Presenta-
tionis.

Jur' present' quod E. C. unus Inhabitans hujus Manerii arabit circa tres vel quatuor rodas Communie de S. ad nocument' Dñi & tenentium hujus Manerii & idem E. pro isto nocumento amercietur per eosdem Jur' ad decem & octo denar' solvendi & levandi ad usum Domini hujus Manerii, &c.

Item Jur' present' quod M. W. vid' una Inhabitans hujus Manerii includit unam parvam

parbam parcelle Communie de S. cum
 lepihus & fenfur' ad nocument' Domini
 & tenentium hujus Manerii Et eadem
 M. III. pro isto udcumento amerciatur per
 eosdem Jur' ad unum solid' ad solvend' &
 lebant' ad usum Dñi hujus Manerii, &c.

Item Jur' present' quod J. M. ud
 tenent' hujus Manerii amputabit & lop-
 pavit decem arbores crescent' infra Comia
 de S. que reservantur pro esobertis tenent'
 hujus Manerii contra consuet' Manerii
 pzedicti ad nocumen' tenent' Manerii pze-
 dicti Et pro hoc nocumento amerciatur
 per eosd' Jur' ad duos solid' & sex denar'
 solvend' & lebant' ad usum Dñi hujus
 Manerii, &c.

Ad hanc Cur' Jur' ordinant quod om-
 nes clausur' Communie de S. que ante
 hanc Curia inclus' fuissent fiant aperte per
 inclusores ante Festum Sancti Michaelis
 Archangeli prime sequen' aut in defectu
 inde quilibet eorum qui defalt' fecerit a-
 merciatur per Jur' ad duodecim denar'
 &c.

Item quilibet tenens sive Resians hu-
 jus Manerii qui non comperuit ad hanc
 Cur' ad faciend' secda Cur' amerciatur per
 Jur' ad sex denar'.

J. L. } Electi & Jurat' sunt Constabular'
 & }
 T. A. } pro hoc Anno sequen'.

ceptionem W. B. loco Ballivi Domini in presentia J. M. & C. M. duorum Customar' tenent' hujus Manerii id testant' secundum consuet' Manerii predicti totum illud Customar' Messuag' sive tenent' cum pertin' (vocat' Broman) & quatuor acras terre Customar' eidem spectant' unum alium campum Customar' (vocat' Homefield) continent' septem acras plus sive minus unum alium agrum (vocat' Little Almones) continent' quatuor acras & unum alium agrum Customar' (vocat' Great Almones) continent' decem acras plus sive minus Ad opus & usum testis & ultime voluntatis ipsius J. C. & tal' persone & personarum & tal' status & statuum qual' idem J. C. in & per eandem voluntatem nominabit & appunctuabit, &c.

Sursum-
redditio
M. L. ad
usum testis.

Ad hanc Curiam M. T. vis una Customar' tenent' hujus Manerii in apta Curia sursumreddidit in manus Domini Manerii predicti per virgam per manus & acceptationem Beneschalli predicti unum Cotagium Customar' cum pertin' jacen' prepe Wealdmille Ad opus & usum testis & ultime voluntatis ipsius M. & tal' person' & talium personarum & tal' status & statuum qual' idem M. in & per eundem voluntatem nominabit limitabit & appunctuabit, &c.

Relaxatio
S. ad C.
pro 120 L.

Ad hanc Curiam W. C. & J. C. protuler' hic in Curia quoddam script' Requiescencie sive Relaxationis R. B. Executricis

trictis testam & ult' voluntatis R. S.
 testificand receptionem summe Centum &
 viginti librarum legalis monete Anglie
 in plenam solutionem exonerationem &
 satisfactionem cuiusdam Conditionis con-
 tent' in quadam sursum reddit' fact' septi-
 mo die Aprilis Anno Domini Millesimo
 Sexcentesimo septuagesimo Ideo iidem W.
 & J. sunt inde quieti, &c.

Ad hanc Curiam J. W. filius & H^{er}es ^{Admissio}
 res J. W. humillime pet' se admitti ^{J. W.}
 teneat viginti & septem acras terre cum
 pertin' unde pars est Heriotabil que fuer'
 p'p' in mortgagio p' p'dictum J. W. Pa-
 trem ejus cuidam C. B. p' summa Cen-
 tum librarum Que quidem Centum lib'z
 solut' sunt p'fat' C. B. unacum fine vi-
 ginti & quatuor librarum quas p'dictus
 C. antehac solvit Domino hujus Maner-
 ii sup mortem p'dicti J. W. p'is Cur
 Dominus p' Seneschallum concessit & li-
 berabit inde seisinam p' virgam habenti
 p'dict' viginti & septem acras terre cum
 pertin' p'fat' J. W. filio Heredibus & Al-
 iis suis imppetuum ad voluntatem Do-
 mini secundum consuet' Manerii p'dicti p'
 reddit' & servic' inde prius debet' & de
 jure consuet' Et dat Dño nihil pro fine
 Quia finis pantea solut' fuit Domino p'
 p'dict' C. B. Et admissus est inde teneat,
 &c. Postea in eadem Curia p'dictus C.
 B. remittit & relaxabit p' se & Heredibus
 suis p'fat' J. W. & Hered' suis totum jus
 titulum clameum & interesse sua de & in
 tētis p'dictis cum pertin', &c.

Postea J. W. existens etatis sexdecim
Annoꝝ & non amplius Dominus ex as-
sensu suo commisit Custod tam corporis
quam terre p̄dicti A. W. Mar' ejus quo-
usque p̄benerit ad etatem viginti & unius
Annoꝝ Et inde ad reddendū compm̄, &c.

Ad hanc Curiam Domag p̄sent' qđ E. M.
vid' una Customar' tenend' hujus Manerit
citra ultimam Curiam & ante hanc Curiam
obiit scit' de uno Customar' Cotag
cum p̄tin' tenet' de Domino hujus Manerit
Et quia null' ven' admitti tenen' ad
Cotagium p̄dicti cum p̄tin' Ideo prima
Proclamatio facta fuit qđ si null' ven' ad-
mitti tenen' ad Cotagium p̄dicti cum p̄tin'
qđ tunc Dominus Manerit p̄dicti sciret
Cotagium p̄dicti cum p̄tin' in manus suas
proprias p̄ defectu tenen', &c.

Obit' R. S.

Ad hanc Curiam Domag p̄sent' qđ R.
S. nup unus Customar' tenen' hujus Ma-
nerit citra ult' Cur' & ante hanc Curiam
obiit scit' de uno Messuagio & quadra-
gint' aeris terre cum p̄tin' Periotabil'
unde accidit Domino tria Periot' Et sup
hoc fideiutores (Anglice the Trustees)
qui admisi fuer' tenen' ad testia p̄dicta
cum p̄tin' in fiducia p̄ p̄fat' R. primo vo-
cat' sunt ad faciendū scā & servit' sua se-
cundum consuetudin' Manerit, &c. Et non
compuerunt Ideo eoz prima defalt' re-
cordatur, &c.

Maner' de S. } ff. Curia Baronis W. S. Milit' Do-
mini Regis servien' ad legem ten't
coram J. S. Gen' Senescallo ibi-
dem primo die Octobris Anno
Regni Domini, &c.

Esion' T. A. J. A. T. G. Gen. D. C. Gen.
N. W. Jun.

T. B. S. B. Gen. W. T. D. A. R. B. Gen.
J. A. R. A. Quilibet eorum quia non com-
peruit ad hanc Curiam ad faciend' sectam
ad hanc Curiam amerciatur per Homag'
ad sex denar' prout super eorum separal'
Capitibus.

Homag' } W. C. }
 } J. C. }
 } J. S. } Jur'
 } J. M. }
 } J. B. }
 } R. W. }
 } P. M. }
 } N. M. } Jur'
 } G. R. }
 } G. C. }

Ad hanc Curiam Homag' present' quod Sursumred' in manus 2 Tenentium
C. A. unus Customar' tenend' hujus
Manerii citra ultim' Cur' & ante hanc
Curiam scilicet vicesimo sexto die Augusti
ult' preterit' Sursumredd' in manus Domi-
ni hujus Manerii per manus C. B. (loco
Ballii Domini in presentia R. W. &
G. R. duorum Customar' tenend' hujus
Manerii id testan') secund' cons' Manerit
pedic' totum illud Messuagium Ave ten-
tum

tum (vocat' Godwins) sive quocumq; al
noie sive noib idem vocat' sive cogn. ex
istit una cum omnibus extradomibus edifi
ciis structur' horreis stabulis atriis hortis
gardinis & viginti & quatuor acris terre
Customar' sive plus sive minus eidem
spectan' sive pertinen' prout eadem sunt
situat' jacent' & exist' in Parochia de S.
& modo vel nuper in tenura sive occu
patione G. C. sive Magn' suorum Ad o
pus & usum P. G. Heres & Magn' sud
rum imperpetuum Super quo idem P.
licet super primam Proclam' solempnit'
erac' fuit ad comparend' in Cur' & ad
mittend' esse tenen' ad tenita predia' cum
pertin' non ven' sed defalt' fecit Ideo
prima ejus defalt' recozdatur, &c.

Obit' E. M.

Cum ad Cur' Baronis tent' pro Ma
nerio predia' hic scilicet die Lune octavo
die Januarii Anno Regni dicti Domini
Regis nunc vicesima tertio per Roma
gium presentat' fuit quod E. M. vid
nup una Customar' tenen' hujus Manerii
citra ultimam Cur' & ante hanc Cur'
obit' scit' de uno Customar' Cotagio
cum pertin' tent' de Domino hujus Ma
nerii Et quia null' ven' admitti tenen'
ad Cotagium predia' Ideo adtunc prima
Proclam' facta fuit quod si null' ven' ad
mitti tenen' ad Cotagium pd cum pertin'
qd tunc Dominus predia' sciret Cotagium
pdia' cum pertin' in manus suas prop'
pro defectu tenen' &c. prout per Rotul
istius Cur' plenius apparet. Modo ad
hanc Cur' ven' L. M. Filius & Heres
pred' E. etatis decem & septem Annorū
vel

vel eo circit' & humillime per se admitti
 tenen' ad Tenementa pdia' modo exist' ^{Infant.}
 tria Cotagia iacen' prope Weald Church-
 Yafd, cui Dominus per Seneschallum
 concessit & liberabit inde seisinā per virgā
 habend' & tenend' sibi & Heredibus suis
 ad voluntatem Domini secundum consue-
 Manerii pdia' Et dat' Domino de fine ^{Finis x. l.}
 put patet in Margine admissus est inde
 tenen' sed fidelit' respectuatur quantū, &c.

Postea Dominus seden' Cur' commisit
 Custod' terrarū & testitorū pdia' ex assensu
 ipsius L. cuida J. P. Gardiano ipsius ^{Guardian.}
 L. quousq' pdia' L. atting' ad plenā etatē
 & deinde reddere comput' &c.

Homagiū present' quod C. H. unus <sup>Present-
ment for
cutting
Wood.</sup>
 Customar' tenen' huius Manerii citra
 ultimā Curia succidit separat' quasda
 quantitat' ligni videlicet viginti & un'
 Carex' ligni crescen' super terras Custo-
 mar' ipsius C. C. tenen' huius Manerii
 per spaciū quatuor Annoꝝ extunc proxime
 sequen' & easde combur' extra Maneriū
 pdia' contra consuet' huius Manerii.

Quilibet tenen' qui non comperuit ad <sup>Amercia-
ment.</sup>
 hanc Cur' ad faciend' sextam Cur' amercia-
 tur per Homag' ad sex denar'.

Maner' } ff. Cur' Baronis W. S. Milit' Domini
de S. } ni Regis servien' ad legem ibidem
tent' coram J. S. Gen' Seneschallo
ibidem.

Homagium { J. B. } Jur' { N. M. }
 { P. M. } { & }
 { S. K. } { W. R. } Jur'.

Sursum-
redd' S. B.
& Uxor.

Ad hanc Cur' Homag' present' quod
S. B. & C. Hroz ejus duo Customar'
tenen' hujus Manerii citra ult' Cur' &
ante hanc Cur' scilicet undecimo die No-
vemb'is ult' preterit' vener' coram J. S.
Gen' Seneschallo Cur' Manerii predict'
apud Camera' sua in Chancery-Lane Lond'
(pdia' C. adtunc & ibidem existend' sola
& secret' examinat' p' Seneschallid' pdia')
& sursumredd' in manus Domini Manerii
pdia' per manus & acceptatione' Senes-
challi pdia' totum illud Mesuagium Ave-
testum Customar' & Periorabit cum per-
rid' vocat' Putalls & septem Crosta terre
eidem spectand' unde un' eorundem jacet
opposit' dicto Mesuagio aliud vocat'
Barnecroft alias Perfield aliud Streetercroft
aliud Woodshot & duo at' vocat' Fullers
continen' per estimationem in toto quadra-
gint' accras plus sive minus situat' infra
Manerium pdia' & modo vel nuper in
occupatione dict' S. & C. Magn' sive Al-
agn' suoz Ad opus & usum C. A. vidue
Hered

Heredit' & Assign' suorum imperpetuum Pro-
viso semper quod si p'dict' S. Heredit' &
Assign' sui solvant seu solvi fac' eidem
E. R. Executozibus Administratozibus
sive Assign' suis Centum viginti septem
libras & quatuor solidos legalis monete
Anglie super duodecim diem Novem-
bris qui foret in Anno Domini Millesimo
Sexcentesimo septuagesimo tunc sursum redd'
p'dicta foret vacua alit' remaneret in ple-
nis vi & virtute.

Ad hanc Cur' tertia Proclamatio solempnit'
facta fuit quod P. G. Cur' E. R. antehac
sursum redd' unum Mesuagium cum pertin'
vocat' Godwins & viginti & quatuor acras
terre Customar' eidem pertin' prout patet
per Rotul' Cur' hujus Manerii tenet' hic
primo die Octobris ult' preterit' ven' hic
in Cur' admitti tenen' ad tenita p'dicta
cum pertin' sed ipse idem P. licet solemp-
nit' erat' non comperuit ad hanc Cur'
sed default' fec' Ideo ejus tertia default' re-
cordatur Et super hoc precept' est Ballia
hujus Manerii qd' seiret tenita p'dicta cum
pertin' in manus Domini Manerii p'dicta
pro defectu tenen'.

Tertia Pro-
clamatio.

J. W. Patrem in vita sua solvit Dñs
hujus Manerii finem et debet super
obit pdicti **J. W.** patris seilicet pdictar
viginti & septem acrar terre respectuatur
quousq pdictus **J. W.** filius delecerit
in redemptione pdictar viginti & sep-
tem acrar terre & delecit in resolutione
predicti finis prefat C. &c.

Admissio
E. R.

Ad hanc Curiam post primam Proclamat'
ad ult^{am} Curiam factam C. R. Hroz **J. R.**
una filiar & Hered **J. C.** nuper unius
Customar' tenend hujus Manerii Qui te-
nuit sibi & Heredibus suis unum Messu-
agium & quatuor acras terre Customar'
Admiss' est inde tenens ad pdictas qua-
tuor acras terre Customar' jacent prope
Coxtie-Green prime terre Magri Her-
ringe, Que quidam quatuor acce terre in
vita ipsius **J. C.** allotat' & divis' fuer'
per eundem **J. C.** eidem C. Heredibus &
Assign' suis ad voluntatem Dñi secun-
dum consuet' Manerii pdicti Et dat Dño
de fine, &c. admitt' est inde tenens sed
fidelitas respectuatur quousque, &c.

Admissio
T. F.

Ad hanc Cur' post prima' Proclam^{am} ad
ultim^{am} Cur' factam C. F. unus Hered
T. C. videlicet filius & Heres C. F.
& **A.** Hrozis ejus unius filiarum &
Hered **J. C.** nuper unius Customar' te-
ned hujus Manerii Qui tenuit sibi &
Heredibus suis unum Messuag' & qua-
tuor acras terre Customar' jacent prope
Coxtie-Green Quod quidem Messuag'
in vita ipsius **J. C.** allotat' & divis'
fuer'

fuor' per eund' G. E. eid' E. f. pro parte
sua tenent' predia' habent' & tenent'
eidem E. f. Hered' & Assign' suis ad vo-
luntatem Domini secundum consuet' Ma-
nerii pdicti Et dat' Vñs de fine, &c.
admissus est inde tenens sed fidelitas re-
spectuatur quousq; &c.

Postea ad hanc Curiam Dominus Ma-
nerii per Beneschallū suū quia predia' &
E. est infra etatem videlicet etatis decem
Annorum vel eo circit' commisit custod'
tam corporis predia' E. f. quam Mes-
suag' predia' E. f. Patri ejusdem E. f.
quousq; ad etatem quatuordecim Anno-
rum perbenerit Et deinde reddere compu-
tum, &c.

Ad hanc Curiam S. B. unus Custos Admissio
R. A.
ma' tenent' hujus Manerii sursumred-
didit in manus Domini per manus &
acceptationem Beneschalli predia' totum
illud Customar' Messuagium sive tenent'
Periotabil' & serdecim acras terre sive
plus sive minus vocat' S. Metiam unam
parcell' terre continet' tres acras & dimid'
unius acre & Periotabil' parcell' dicti
restiti vocat' S. Ad opus & usum R. A.
Hered' & Assign' suorum imperpetuum
Qui quidem R. A. presens hic in Cur'
humillime petit se admitti tenent' ad tenita'
predia' cum pertind' Cui Dominus per
Beneschallum concessit & liberabit ei inde
seigniam per virgam habent' & tenent'
tenita' predia' cum pertind' eidem R. A.
Hered' & Assign' suis ad voluntatem Vñi
secundum consuet' Manerii pdicti Et dat'
Domino

Domino de Fine, &c. admissus est inde teneo Et sec' fidelitat', &c.

Postea sedem Cur' pdictus R. M. sursumreddidit in manus Domini per manus & acceptationem Beneschalli Cur' predicte omnia & singula Customar' tenita pdicta cum pertind ad opus & usum testamenti & ultime Voluntatis sue & talis persone sive talium personarum & tal' statuum sive stat' quaz per tal' testamentum sive ultimam voluntatem in script' forent limitat' specificat' sive apunctuat' &c.

Sursumred.
ditio J. s.
ad usum
test'i.

Ad hanc Curiam J. S. unus Customar' tenens Manerii sursumreddidit in manus Dñi per manus & acceptationem Beneschalli Curie predic' quartam partem unius Messuagii & terrarum eidem spectad cum pertind Ad opus & usum Testamenti & ultime voluntatis sue & talis persone sive talium personarum & tal' stat' sive status quaz per tal' testament' & ult' voluntat' in scriptis forent limitat' specificat' sive apunctuat' &c.

Presenta-
tiones.

Jur' present' quod G. C. unus Inhabitans hujus Manerii arabit circa tres vel quatuor rodas Communie de S. ad nocument' Dñi & tenentium hujus Manerii & idem C. pro isto nocumento amerciat' per eosdem Jur' ad decem & octo denar' solvend' & levand' ad usum Domini hujus Manerii, &c.

Item Jur' present' qd M. W. vid' una Inhabitans hujus Manerii inclussit unam parvam

parbam parcelle Communie de S. cum
 lepiibus & fensur' ad nocument' Domini
 & tenentium hujus Manerii Et eadem
 M. III. pro isto uocumento amerciatur per
 eosdem Jur' ad unum solidū ad solvendū &
 lebendū ad usum Dñi hujus Manerii, &c.

Item Jur' present' quod J. M. ud
 tenend' hujus Manerii amputabit & lop-
 pabit decem arbores crescend' infra Comitā
 de S. que reserbantur pro esobertis tenend'
 hujus Manerii contra consuet' Manerii
 pzedicti ad nocumen' tenen' Manerii pze-
 dicti Et pro hoc nocumento amerciatur
 per eosd' Jur' ad duos solidū & sex denar'
 solvendū & lebendū ad usum Dñi hujus
 Manerii, &c.

Ad hanc Cur' Jur' ordinant quod om-
 nes clausur' Communie de S. que ante
 hanc Curiam inclus' fuissent fiant aperte per
 inclusores ante Festum Sancti Michaelis
 Archangeli prime sequen' aut in defectu
 inde quilibet eorum qui defalt' fecerit a-
 merciatur per Jur' ad duodecim denar'
 &c.

Item quilibet tenens sive Rellans hu-
 jus Manerii qui non comperuit ad hanc
 Cur' ad faciendū secūda Cur' amerciatur per
 Jur' ad sex denar'.

J. L. }
 & } Electi & Jurar' sunt Constabular'
 T. A. } pro hoc Anno sequen'.

Maner' de } ff. Cur' Baronis W. S. Militis Do-
S--- } mini Regis servien' ad legem
 ibidem tent' coram J. S. Ge-
 nerofo Senefchallo ibidem, &c.

Defaltores: T. C. S. B. Gen. S. H. vid. A. B. S. W. R. B.
 Cleric. J. A. A. W. R. A. R. W. W. H. F. C.
 Quilibet eorum quia non comperuit ad
 hanc Cur' ad faciend' sectam suam amercia-
 tur per Homagium ad sex denar'.

Homagium { J. M. } Jur' { J. C. Jun. }
 { P. G. } { J. A. & }
 { J. G. } { T. D. } Jur'

Sursumred-
 ditio W. C.

AD hanc Curia W. C. in Com Essex'
 Neoman unus Customar' tenend' hu-
 jus Manerii citra ultimam Curia & au-
 te hanc Curia scilicet secundo die Novem-
 bris Anno Regni Domini Caroli secundi
 nunc Regis Anglie, &c. vicesimo tertio
 sursumreddidit in manus Domini Ma-
 nerii predicti per manus & acceptatio-
 nem W. W. Gen in loco Ballivi Do-
 mini Manerii predicti in presentia G. R.
 & C. B. duorum Customar' tenend' Ma-
 nerii predicti id testand' secundum consuet' Ma-
 nerii predicti omnes ill' tres percias sive
 parcel' Customar' terre vocat' sive cognit'
 per noen de Neeves-Lands contind' per
 estimationem in tota novem acras plus
 sive minus abuttand' super alta via du-
 cent' a Coxie Green versus Weald-Church
 ac

ac sit' abuttan sup altam viam ducent
 a Coxtie-Green p'ediac' versus Horehatch
 Acetiam abuttan sup terras J. S. (vocat'
 Potriden) cum omnibus vliis aquis p'
 piscuis commoditat' aduantageis Heredi-
 tament' & pertind quibuscunq; eidem spec-
 sand' sive pertined prout eade sunt situat'
 jacent' & existend in S. p'ediac' & modis
 vel nuper in tenura sive occupatione J.
 C. alias C. filii p'ediaci W. sive Assign'
 suorum Ad opus & usum J. C. de R.
 in Parochia de R. p'ediac' in Com p'ea-
 dia' Hered' & Assign' suorum imperpetu-
 um Ad voluntatem Domini secundu
 consuet' Manerii p'ediac' Super quo ad
 hanc Curiam ven' p'ediacus J. C. Et hu-
 milime pet' de Domino admitti tenen'
 ad tēta p'ediga cum pertip' secundu
 formā & effectū sursumredditionis p'ea-
 dia' Cui Dominus per Seneschallū con-
 cessit & liberabit inde seisinā per virgā
 Habendū & tenendū tēta p'ediac' cum p'
 tat' J. C. Hered' & Assign' suis impetu-
 um Ad voluntatem Domini secundu
 consuet' Manerii p'diac' p reddit' & servic'
 inde prius debet' & de jure consuet' Et
 dat' Domino de Fine, &c. admissus est
 inde tenens fec' fidelitat', &c.

Ad hanc Curiam Homagium p'sent' qd' ^{Sursumred-}
 J. C. de S. unus Customar' tenen' hu- ^{ditio J. C.}
 jus Manerii circa ultimā Curiam & ante ^{ad usum}
 hanc Curiam scilicet vicesimo die Habem- ^{testi.}
 b'ris Anno Domini Millesimo sexcentess-
 mo septuagesimo primo sursumreddidit in
 manus Domini p virgam p manus & ac-
 cepta.

ceptionem W. B. loco Ballivi Domini in presentia J. N. & C. N. duorum Customar' tenend' huius Manerii id testam' secundū consuet' Manerii predicti totū illud Customar' Messuag' sive tenētū cū p'tin' (vocat' Broman) & quatuor acras terre Customar' eidem specian' unū aliū campū Customar' (vocat' Homefield) continen' septem acras plus sive minus unū aliū agrū (vocat' Little Almones) continen' quatuor acras & unū aliū agrū Customar' (vocat' Great Almones) continen' decem acras plus sive minus Ad opus & usum testū & ultime voluntatis ipsius J. C. & tal' persone & personarum & tal' status & statuum qual' idem J. C. in & p eandem voluntatem nominabit & appunctuabit, &c.

Sursum-
reditio
M. L. ad
usum testū.

Ad hanc Curiam M. T. vid' una Customar' tenen' huius Manerii in apta Curia sursumreddidit in manus Domini Manerii predicti p virgam p manus & acceptationem Beneschalli p'dicti unum Cotagium Customar' cum p'tin' jacen' p'pe Wealdmills Ad opus & usum testam' & ultime voluntatis ipsius M. & tal' p'son' & talium p'sonarum & tal' status & statuum qual' idem M. in & p eundem voluntatem nominabit limitabit & appunctuabit, &c.

Relaxatio
S. ad C.
pro 120 l.

Ad hanc Curiam W. C. & J. C. protuler' hic in Cur' quoddam script' Acquiescencie sive Relaxationis R. S. Executricis

testis testam & ult' voluntatis R. S.
 Testificand' receptionem summe Centum &
 viginti librarum legalis monete Anglie
 in plenam solutionem exonerationem &
 Satisfactionem cuiusdam Conditionis con-
 tent' in quadam sursus reddit' fact' septi-
 mo die Aprilis Anno Domini Millesimo
 Sexcentesimo septuagesimo Ideo iidem W.
 & J. sunt inde quieti, &c.

Ad hanc Curiam J. W. filius & H^{er}es ^{Admissio}
 res J. W. humillime pet' se admitti ^{J. W.}
 teneat viginti & septem acras terre cum
 pertin' unde pars est Heriotabil' que fuer'
 p^{re}dict' in p^{re}stigio p^{re}dictam J. W. Pa-
 trem ejus cuidam C. B. p^{re} summa Cen-
 tum librarum Que quidem Centum lib^{re}
 solut' sunt p^{re}dict' C. B. unacum fine vi-
 ginti & quatuor librarum quas p^{re}dictus
 C. antehac solvit Domino hujus Maner-
 ii sup mortem p^{re}dicti J. W. p^{re}is Cur
 Dominus p^{re} Seneschallum concessit & li-
 berabit inde seisinam p^{re} virgam habenti
 p^{re}dict' viginti & septem acras terre cum
 pertin' p^{re}dict' J. W. filio Heredibus & Al-
 iis suis imppetuum ad voluntatem Do-
 mini secundum consuet' Manerii p^{re}dicti p^{re}
 reddit' & servic' inde prius debet' & de
 jure consuet'. Et dat D^{omi}no nihil pro fine
 Quia finis pantea solut' fuit Domino p^{re}
 p^{re}dict' C. B. Et admissus est inde teneat,
 &c. Postea in eadem Curia p^{re}dictus C.
 B. remisit & relaxabit p^{re} se & Heredibus
 suis p^{re}dict' J. W. & Hered' suis totum jus
 titulum clameum & interesse sua de & in
 tenentis p^{re}dictis cum pertin', &c.

Postea J. W. existens etatis sexdecim
Annoꝝ & non amplius Dominus ex al-
sensu suo commisit Custodi tam corporis
quam terre p̄dicta: A. W. Mar' ejus quoꝝ
usque p̄benerit ad etatem viginti & unius
Annoꝝ Et inde ad reddendū comp̄m, &c.

Ad hanc Curiam Domag p̄sent' qđ E. M.
vix una Customar' tenend' hujus Manerit
citra ultimam Curiam & ante hanc Cur-
iam obiit scilicet de uno Customar' Cotag
cum p̄tin' tēp' de Domino hujus Maner-
it Et quia null' ven' admitti tenen' ad
Cotagium p̄dicta' cum p̄tin' Ideo prima
Proclamatio facta fuit qđ si null' ven' ad-
mitti tenen' ad Cotagium p̄dicta' cum p̄tin'
qđ tunc Dominus Manerit p̄dicta' sciret
Cotagium p̄dicta' cum p̄tin' in manus suas
proprias p̄ defectu tenen', &c.

Obit' R. S.

Ad hanc Curiam Domag p̄sent' qđ R.
S. nup unus Customar' tenen' hujus Ma-
nerit citra ult' Cur' & ante hanc Curiam
obiit scilicet de uno Messuagio & quadra-
gint' aeris terre cum p̄tin' Periotabil'
unde accidit Domino tria Periot' Et sup
hoc aduciatores (Anglice the Trustees)
qui admisi fuer' tenen' ad testia p̄dicta
cum p̄tin' in officia p̄stat' R. primo vo-
cat' sunt ad faciendū scilicet & servit' sua se-
cundum consuetudin' Manerit, &c. Et non
compuerunt Ideo eorū prima defalt' re-
cordatur, &c.

Maner' de S. } ff. Curia Baronis W. S. Milit' Domini Regis servien' ad legem ten't coram J. S. Gen' Senescallo ibidem primo die Octobris Anno Regni Domini, &c.

Esion' T. A. J. A. T. G. Gen. D. C. Gen.
N. W. Jun.

T. B. S. B. Gen. W. T. D. A. R. B. Gen.
J. A. R. A. Quilibet eorum quia non comperuit ad hanc Curiam ad faciend' sectam ad hanc Curiam amerciatur per Homag' ad sex denar' prout super eorum separal' Capitibus.

Homag' } W. C. }
 } J. C. }
 } J. S. } Jur'
 } J. M. }
 } J. B. }
 } R. W. }
 } P. M. }
 } N. M. } Jur'
 } G. R. }
 } G. C. }

Ad hanc Curiam Homag' present' quod *Sursumred' in manus 2 Tenentium*
C. A. unus Customar' tenend' hujus Manerii citra ultim' Cur' & ante hanc Curiam scilicet vicesimo sexto die Augusti ult' preterit' sursumredd' in manus Domini hujus Manerii per manus C. B. (loco Ballii Domini in presentia R. W. & G. R. duorum Customar' tenend' hujus Manerii id testan') secund' cons' Manerit predict' totum illud Messuagium sive ten-
E c 2 tum

tum (vocat' Godwins) sive quocumq; at
noīe sive nōīb idem vocat' sive cogn. ex-
istit una cum omnibus extradomibus edifi-
ciis structur' horreis stabulis atriis hortis
gardinis & viginti & quatuor acris terre
Customar' sive plus sive minus eidem
spectan' sive pertinen' prout eadem sunt
situat' jaced' & exist' in Parochia de S.
& modo vel nuper in tenura sive occu-
patione G. C. sive Magn' suorum Ad o-
pus & usum P. G. Heres & Magn' su-
rum imperpetuū Super quo idem P.
licet super primam Proclam' solempnit'
erac' fuit ad comparend' in Cur' & ad-
mittend' esse tenen' ad ten'ta predia' cum
pertin' non ven' sed default' fecit Ideo
prima ejus default' recordatur, &c.

Obit' E. M.

Cum ad Cur' Baronis tent' pro Ma-
nerio predia' hic scilicet die Lune octavo
die Januarii Anno Regni dicti Domini
Regis nunc vicesima tertio per Roma-
gium presentat' fuit quod E. M. vid'
nup una Customar' tenen' hujus Manerii
citra ultimam Cur' & ante hanc Cur'
obit' scit' de uno Customar' Cotagio
cum pertin' tent' de Domino hujus Ma-
nerii Et quia null' ven' admitti tenen'
ad Cotagiū predia' Ideo adtunc prima
Proclam' facta fuit quod si null' ven' ad-
mitti tenen' ad Cotagiū p'd cum pertin'
q'd tunc Dominus predia' sciret Cotagiū
p'dia' cum pertin' in manus suas prop'
pro defectu tenen' &c. prout per Rotul'
istius Cur' plenius apparet. Modo ad
hanc Cur' ven' L. M. filius & Heres
pred' E. etatis decem & septem Annoꝝ
vel

vel eo circit' & humillime per se admitti
 tenend' ad Tenementa pdia' modo exist' ^{Infant.}
 tria Cotagia iacent prope Weald Church-
 Yard, cui Dominus per Beneschallum
 concecit & liberabit inde seisinā per virgā
 habend' & tenend' sibi & Heredibus suis
 ad voluntatem Domini secundum consuet'
 Manerii pdia' Et dat' Domino de Fine ^{Finis x. l.}
 put patet in Margine admissus est inde
 tenend' sed fidelit' respectuatur quousq; &c.

Postea Dominus seden' Cur' commisit
 Custod' terrarū & testitorū pdia' ex assensu
 ipsius L. cuida' G. f. Gardiano ipsius ^{Guardian.}
 L. quousq; pdia' L. atting' ad plenā etatē
 & deinde reddere comput' &c.

Homagiū present' quod C. H. unus
 Customar' tenend' hujus Manerii extra <sup>Present-
ment for
cutting
Wood.</sup>
 ultimā Curia succidit separat' quasda'
 quantitat' ligni videlicet viginti & un'
 Carca' ligni crescent' super terras Custo-
 mar' ipsius C. C. tenend' hujus Manerii
 per spaciū quatuor Annorū extunc proxime
 sequen' & easde' combur' extra Maneriū
 pdia' contra consuet' hujus Manerii.

Quilibet tenend' qui non comperuit ad <sup>Amercia-
ment.</sup>
 hanc Cur' ad faciend' sextam Cur' amercia-
tur per Homagiū ad sex denar'.

Maner' } ff. Cur' Baronis W. S. Milit' Domi-
de S. } ni Regis servien' ad legem ibidem
tent' coram J. S. Gen' Seneschallo
ibidem.

Homagium { J. B. } Jur' { N. M. }
{ P. M. } { & } Jur'.
{ S. K. } { W. R. }

Sursum-
redd' S. B.
& Uxor.

Ad hanc Cur' Homag' present' quod
S. B. & C. Hroz ejus duo Customar'
tenend' hujus Manerii citra ult' Cur' &
ante hanc Cur' scilicet undecimo die No-
vemb'is ult' preterit' vener' coram J. S.
Gen' Seneschallo Cur' Manerii predict'
apud Camera' sua in Chancery-Lane Lond'
(pdia' C. adtunc & ibidem existend' sola
& secret' examinat' p' Seneschallum pdia')
& sursumredd' in manus Domini Manerii
pdia' per manus & acceptatione' Senes-
challi pdia' totum illud Mesuagium sive
testitum Customar' & Periotabit cum per-
ritu' vocat' Putalls & septem Crosta terre
eidem spectand' unde un' eorundem jacet
opposit' dicto Mesuagio aliud vocat'
Barnecroft alias Perfield aliud Streetcroft
aliud Woodshot & duo al' vocat' Fullers
continen' per estimationem in toto quadra-
gint' acras plus sive minus situat' infra
Manerium pdia' & modo vel nuper in
occupatione dia' S. & C. Magn' sive Al-
agn' suoz Ad opus & usum C. R. vidue
Heret

Hered' & Align' suoz imperpetuū Pro-
 viso semper quod a pdia' S. Hered' &
 Align' sui solvant seu solvi fac' eidem
 E. R. Executoribus Administratozibus
 sue Align' suis Centum viginti septem
 libras & quatuor solidos legalis monete
 Anglie super duodecimū diem Novem-
 bris qui foret in Anno Domini Millimo
 Sexcentesimo septuagesimo tunc sursumreddū
 pdia' foret vacua alit' remaneret in ple-
 nis hi & virtute.

Ad hanc Cur' tertia Proclam' solempnit' ^{Tertia Pro-}
 facta fuit quod P. G. Cur' E. D. antehac ^{clamatio.}
 sursumreddū unū Mesuagiū cū pertin'
 vocat' Godwins & viginti & quatuor acras
 terre Customar' eidem pertin' prout patet
 per Rotul' Cur' hujus Manerii tenet' hic
 primo die Octobris ult' preterit' ven' hic
 in Cur' admitti tenen' ad tenēta pdia'
 cum pertin' sed ipse idem P. licet solemp-
 nit' erat' non comperuit ad hanc Cur'
 sed defalt' fec' Ideo ejus tertia defalt' re-
 cordatur Et super hoc precept' est Ballia
 hujus Manerii qđ sciret tenēta pdia' cū
 pertin' in manus Domini Manerii pdia'
 pro defectu tenen'.

Maner' de S--- } ff. Curia Baronis W. S. Mil', &c.
 Domini Manerii prædicti ibidem
 ten' pro manerio prædicto nono
 die Maii Anno Regni, &c. co-
 ram W. B. Armigerò, Seneschallo
 ibid'.

Homagium	{	T. G.	Jur'	{	R. W.	Jur'.
		J. S.			J. T.	
		W. C.			H. C.	
		G. R.			R. T.	
		J. C.			H. P.	

Defalt' te-
 nen' Custo-
 mar'.

Homagium present' quod ff. S. Gen'
 6 d. M. P. 6 d. T. B. Gen' 6 d. S. B.
 Gen' 6 d. A. B. S. M. M. P. sunt Cus-
 tomar' tenentes hujus Manerii & debent
 sec' hic ad hanc Cur' & defalt' fecer'
 Ideo quilibet eorum in mia est prout
 patet super eorum capita.

Mia' pro
 vast. in
 boscis.

Ad hanc Cur' presentatum est per
 Hoinag' quod post ultimā Cur' & ante
 hanc Cur' W. S. illicite amputavit An-
 glice hath cropped duos arbor' crescentes
 super Communiam sine licentia Domini
 Manerii prædicti Ideo ipse in mia est 6 d.
 Quodq; A. A. illicite amputavit duos
 arbores super Communiam Domini Ma-
 nerii prædicti Ideo ipse in misericordia
 6 d. Quodq; J. M. illicite amputavit di-
 versas

herlas arbores super Communiam Ideo
ipse in mia' 6 d.

Item quod D. M. vidua que tenuit de
Dno hujus Manerii duo Cotagia sive
testa cum pertin' jacent p'p'oe Weald-
Church post ultimam Cur' & ante hanc
Cur' obiit sic inde testa sed qui est ejus
proximus Heres penitus ignorat Ideo
ad hanc Cur' prima Proclam' facta est
quod proximus Heres p'dia' D. M. ve-
nir'et hic in Cur' ad capiend' p'dia' duo
Messuag' sive testa cum pertin' que ille
descend' post morte p'dia' D. M. vid' sed
nemo venit.

Obit' D. M.
vid.

Et postea scilicet ad hanc Cur' ven'
R. A. un' Customar' tenen' Manerii p'dia'
in propria persona sua & in aperta Curia
sursu'mredd' in manus Dai Manerii p'di
per virga' secundu' consuet' Manerii p'di
totu' illud Messuagiū sive testu' Custo-
mar' vocat' Broomans alias Cheerlocks &
quinq; acr' terre Customar' sive plus sive
minus eidē Messuagio pertinen' cum
omnibus pertin' nunc in tenura p'dia'
R. A. Ad opus & usu' A. C. de R. Butcher
Hered' & Assign' suos imperpetuū Pro-
viso semper & sub hac conditione sequen'
videlicet Quod si p'dia' R. A. Executors
Administratores sive Assign' sui solvant
seu solvi Causarent p'fat' A. C. Executori-
bus Administratozibus seu Assign' suis
plena' summa Centū viginti & septem
librar' & quatuor solidi bone & legalis
monete Anglie modo & forma sequen'
videlicet

A. ad T.
sursu'mred-
ditio sub
Conditio-
ne.

delicet tres libras & duodecim solidos super decimū diē Nobembꝛis pꝛoxime sequen' & Centū viginti & tres libras & duodecim solidū super decimū diē Maꝛt qui soꝛet Anno Dñi Millim' secent' sexag' sexto qđ id sursūmredditiō pꝛiā vacua erit & nullius vigozis alioquin remaneat in suis pleno roboꝛe & effectu.

A. T. cogn'
Satisfactio-
nem super
sursūm-
redd' Con-
ditional'.

Cum ad visū Franc' Pleg' cū Curia Baron' tenet' pꝛo Manerio pꝛiā duode-
cimo die Aprilis Anno Regni Domini
nostri Regis Caroli Secundi decimū sexto
R. M. sursūmredd' totū illud Messua-
gin libe tenentum Customar' voc' Broomans
alias Cheerlocks & quinqꝫ acꝛ terre Cul-
tomar' eidē Messuagio pertinen' cum om-
nibus pertin' Ad opus & usū M. C. de
P. Butcher Hered' & Mign' suoz imperpe-
tū Sub conditione qđ si pꝛiā R. M.
Hered' Executors Administratoꝛes &
Mign' sui solvant seu solvi faciant
pꝛelac' M. C. Executoribus Administra-
toꝛibus vel Mign' suis plenā summā
Centū viginti & triū libꝛa & undecim
solidoz & quatuor denarioꝛ super diec-
imū quartū diē Aprilis qui soꝛet in Anno
Dñi Millimo secent' sexagesimo quinto
Quod tunc sursūmreddit' pꝛediā vacua
erit alioquin remanere in suo pleno roboꝛe
& effectu Modo ad hanc Cur' venit pꝛiā
M. C. in pꝛopꝛia persona sua & cognovit
se recepisse plenā satisfactionē secundum
foꝛmā & effectum sursūmredditiō' pꝛiā.

Cum

Cum ad visum Franc' Reg' cum Cur' ^{cogn'}
 Baron' tent' pro Manerio p'dia' duodecim ^{satisfacti-}
 die Aprilis Anno Regni Dñi nostri Regis ^{on' super}
 Caroli Secundi decimo sexto B. C. sur- ^{sursum-}
 sumredd' Totam illud jus titulum & rever- ^{redd' Con-}
 sione sua de & in uno Customar' Messuag'
 seu Tenemento & decem acris terre vocat'
 Lamb's Cross cum omnibus Porreis Sta-
 bullis Edificiis Gardinis Pomariis &
 pertin' quibuscunq; ad inde spectan' & per-
 tin' nunc in tenura J. C. vid' Maria
 p'dia' G. quando accideret post mortem
 vid' J. Ad opus & usū H. P. de S. in
 Cam. Middel Weaver Hered' & Assign' suoz
 imperpetuū Sub Conditione qd si p'dia'
 G. C. Heredes Executores Administra-
 tores sive Assignati sui solvant seu solvi-
 fac' p'fat' H. P. Execut' Administ' sive
 Assign' suis plena summa Centū & quin-
 quagint' librar' quatuordec' solidoz &
 triū denarioz modo & forma p'out in
 illa conditione mentionat' Quod tunc
 sursumredd' p'edia' vacua erit alioquin
 remanere in suis plenig robore & virtute
 Et modo ad hanc Curiam venit R. C.
 per assensum & Assign' p'edia' H. P. &
 recepit satisfactionem secundū formā &
 effect' sursumredditionis Conditional' p'ed-
 dia' Et postea scilicet ad hanc Curiam
 venit p'edia' G. C. in p'pria persona
 sua & in aperta Curia sursumreddidit
 in manus Domini Manerii p'edia'
 per manus Beneschalli p'edici per
 virgā secundū consuet' Manerii p'edia'
 Totū

Toto illud jus titlid statid interesse & reversionem sua de & in uno Messuagio seu tenito & decem acris terre vocat' Lamb's Cross cum omnibus Hortis Stabulis Edificiis Hortis Pomariis & pertind quibuscunq; adinde septem sive pertinem nunc in tenura J. C. vidue Matris p^r G. quando acciderit post mortem dicte J. Ad opus & usum H. P. de S. in Com^o Midd^o Weaver Hered^o & Assign^o suoz imperpetuum Provisis semper & sub hac Conditione sequen^o viz. quod si p^r G. C. Hered^o Executor^o Administrato^o sive Assign^o sui solvant seu solvi faciant prefat^o H. P. Executoribus Administrato^oibus sive Assign^o suis plenam summam Centid & sexagint^o & novem librar^o & quatuordecim solidos & novem denar^o bone & legalis monete Anglie modo sequen^o videlicet octo libras & duodecim solidos & sex denar^o inde super decimum diem Maii qui foret in Anno Domini Millimo sexcent^o sexag^o sexto & octo libras duodec^o solid^o & sex denar^o magis super decim^o diem Maii qui foret in Anno Domini Millimo sexcentesimo sexagesimo septimo & Centum & quinquagint^o & duas libras quatuordecim solid^o & quatuor^o denar^o restid inde super decim^o diem Maii qui foret in Anno Domini Millimo sexcentesimo sexagesimo octavo Quod tunc succumredptio predia^o vacua erit & nullius vigoris alioquin remaneret in suis plen^o robore & effectu.

Ad hanc Curiam compertum est per
 Thomam de C. tenentem Customar' huius
 Manerii citra ultimam Curiam &
 ante hanc Curiam scilicet tertio die Aprilis
 Anno Domini Millesimo sexcentesimo
 sexagesimo quinto sursumreddi in manus
 Dni Manerii p'dicti per viros per ma-
 nus G. R. & J. C. duos Customar' te-
 nent' huius Manerii secundum consuet' Ma-
 nerii p'dicti id est duas pectas sive parcelle
 Customar' terre unam vocat' Petfield al-
 teram vocat' Long-piece simul adjacentem
 nunc in Agricultura (Anglice Tillage) a-
 buttam super angusta venella (Anglice a
 narrow Lane) ducentem ad Domum M. R.
 contra le Park-Pale Dni Manerii p'dicti
 versus orientem & contra terram M. H.
 Gen' & M. C. Gen' versus boream Quo
 p'missa p'dicta sunt parcelle p'dicti vocat'
 Bromam nunc in tenura M. C. videlicet cum
 omnibus & singulis p'ced' Acertiam omni-
 bus diebus adinde ducentem Ad opus & usum
 H. de C. in Com' Essex' Yeoman & M.
 H. ejus & Hered' suorum imperpetuum Pro-
 viso semper & sub hac conditione sequen-
 videlicet quod & p'dicti M. C. Hered' Execu-
 tores Administratores sive Magistri sui sol-
 vant seu solbi faciant p'fat' H. H. & M.
 H. ejus Executoribus Administrato-
 ribus sive Magistro suis apud vel in man-
 sionat' domo dicti H. H. fruat' in C. p'dicta
 summam triginta solidorum super tertium
 diem Octobris proxime sequentem dat' hu-
 jus Cur' & similem summam triginta
 solidorum super tertium diem Aprilis qui
 foret

C. ad H. &
 Ux' ejus
 sursumred-
 diditio sub
 Conditio-
 ne.

fozet in Anno Dñi Millimo sexcentesimo
 sexagesimo sexto & similem summam tri-
 ginta solidos super tertium diem Octob'
 proxime sequens & similem summam triginta
 solidos super tertium diem Aprilis qui
 fozet in Anno Domini Millimo sexcente-
 simo sexagesimo septimo Acetiam plenam
 summam quinquaginta librarum & triginta
 solidos super tertium diem Octobris tunc
 proxime sequens Ad tunc sursum redditis
 pñcia erit vacua alioquin remaneret in
 suis plenis roboribus & virtute.

Licentia C.
 ad succi-
 dend' ar-
 bores.

Ad hanc Curiam compertum est per
 Homagium quod Dominus Manerit pñcia
 citra ult' Curiam & ante hanc Curiam
 scilicet quanto die Marti Anno Dñi Mil-
 limo sexcentesimo sexagesimo quinto con-
 cessit licentiam W. C. ad amputand' (An-
 glice to Lop) viginti & quatuor arbores
 Acetiam ad succidend' quatuor arbores
 vocat' Dotards illas abinde asportand' &
 pendend' Ita quod pñcia W. protulit
 Licentiam pñcia ad proxim' Cur' intro-
 tuland'.

Licenc'
 J. W. ad
 succidend'
 arbores.

Acetiam ad hanc Curiam compertum
 est Quod Dominus Manerit pñcia con-
 cessit Licentiam J. W. citra ultimam
 Curiam & ante hanc Curiam scilicet
 decimo septimo die Decembris Anno
 Domini Millimo sexcentesimo sexages-
 imo quarto ad succidend' arbores in his
 Anglican' verbis sequen. "I do give Li-
 cense to J. W. one of my customary Te-
 nents of my Manor of S. to fell, fell, cut
 down

down, and carry away, all the Timber and
 Trees that now are standing in two Hedge-
 Rows in E. L. so as the Field be cleared at
 or before *Michaelmas* next after the Date of
 the said License, and also that the said
 License be brought to the next Court to be
 enrolled.

Ad hanc Curiam Homagium predicta
 ex assensu partium viz. G. G. & R. M.
 apporcionaver' redditus terr' & tenement'
 tent' de Manerio predicta' unde R. R. nup
 fuit seistus modo & forma sequen' viz. p
 uno Messuagio sive tenemento cum Do-
 mibus Atriis Gardinis & Pomariis cu
 pertin' situat' apud Pilgrims-Hatch jacent
 prope Reg' viam ducent' a B. ad C. modo
 R. M. ad quatuor solid' & p. octodecim
 acris pasture & prati jacent' etiam ppe
 Pilgrims-Hatch predicta' existent' parcelle de
 Pollards modo G. G. predicta' ad 11 s. 4 d.

Ad hanc Curiam compertum est per ^{Admissio.}
 Homagium quod R. R. tenens Customar' ^{N. M. ex}
 hujus Manerii citra ultima Curia & ^{sursum-}
 ante hanc Curia scilicet duodecimo die ^{redd' R. R.}
 Novemb'is Anno Dni Millesimo sex-
 centesimo sexagesimo quarto sursumred-
 didit in manus Dni Manerii predicta'
 per manus E. M. Gen' (in loco Bal-
 livi & in presentia C. G. & C. D. duor'
 Customar' tenent' Manerii predicta' id
 testan') secundum consuetudinem Manerii
 predicta' totum illud Messuag' suum cum
 Domibus Portis Portis Pomariis Viis
 Communiis proficuis & commoditat' qui-
 buscunq'

hiscumq; dico Messuagio sive Tenement
spectandū seu aliquo modo pertind cum singu-
lis pertind situat apud Pilgrims-Hatch sa-
cens per Regiam viam ducens a B. ad
C. existend parcel de Pollards nunc vel nup
in tenura R. J. Ad opus & usū R. M.
Heredi & Assigni suorum imperpetuum Qui qui-
dem R. M. plens hic in Cur' humiliter pet-
se admitti tenend ad pmissa p̄d cum pertind
secundū formā & effectū sursumredditionis
p̄d Cui Dñus Manerii p̄d p Beneschall
suū p̄d concessit inde seisinā p virgā ha-
bend & Tenend sibi & Heredibus suis de
Dño p virgā ad volunt' Dñi secundū con-
suet' Manerii p̄d p reddit' 7 s. servicia &
consuet' inde prius debet' & de jure consuet'
& admissus est inde tenens & dat Dño de
Fine quatuor libras & decem solidos &
citq; Dño fidelitatem.

Admissio
N. M. &
G. Wro-
eja.

Et postea ad istam eandem Curiam ve-
nit p̄dicta R. M. in prop' persona sua
& in aperta Cur' sursumreddidit in ma-
nus Dñi Manerii p̄dicta per manus
dicti Beneschalli per virgam p̄missa p̄-
dicta cum pertind Ad opus & usū p̄dicta
R. & G. Hro' ejus & eorū diutius vived &
Heredi ipsius R. imperpetuum Qui quidem
R. & G. plens hic in Cur' humiliter petunt
se admitti tenend ad p̄missa p̄dicta cum
pertind Quibus Dñus Manerii p̄dicta
per Beneschallum suū p̄dicta concessit
& liberabit inde seisinā per virgam
habend & Tenend p̄missa p̄dicta cum per-
tind p̄dicta R. & G. & eorū diutius vi-
ved & Heredi ipsius R. imperpetuum de
Dño

Dñs p. virgam ad voluntatem Dñi secundum consuet' Manerii pñcia' per reddit' servicicia & consuet' inde prius debet' & de jure consuet' Et dant Dño de Fine, &c. fec' fidelitate & admissi sunt inde tenentes.

Ad hanc Curiam compertū est per Homagium quod R. R. unus tenens Customar' hujus Manerii citra ultimā Curiam & ante hanc Curiam extra Curiam sursumreddidit in manus Dñi Manerii pñcia' p manus R. W. in loco Ballivi & in pñsentia C. G. & C. D. duorum Customar' tenens Manerii pñcia' hoc testatur secundū consuetud' Manerii pñcia' omnes illas quoddecim acras suas pasture & prati sibi plus sibi minus cum pertinentiā jocent apud vel ppe Pilgrims-Hatch existentē parcelle de Pollards nunc vel nup in tenura R. J. Ad opus & usum C. G. Gen' Hered' & Aliqñ suorum imperpetuū Qui quidem C. presens hic in Curia humiliter petit se admitti ad pñmissa pñcia' cum pertinentiā Cui Dñus Manerii pñcia' p Seneschallū suū pñcia' concecit inde seisinā p virgā Hend' & tenens sibi & Heredib' suis imperpetuū de Dño per virgā ad voluntatē Dñi secundū consuetud' Manerii pñcia' p reddit' 11 s. 3 d. servic' & consuetud' inde prius debet' & de jure consuet' & dat Dño de Fine tresdecim libras & decem solidos admissus est inde tenens fecitq' Dño fidelitatē.

Admissio
G. G. ex
sursumred:
dit' R. R.

Ad hanc Curiam venit S. B. Gen' unus Customar' tenens hujus Manerii qui tenet sibi & Heredibus suis de corpore suo legitime procreat' totum illud Messuagium

Sursum-
redd' S. B.

gium sive tenement' Customat' & Heriot'
 cum pertin' vocat' Puthalls & septem
 Crofta terre eidem pertin' quorum unum
 iacet ex opposit' Messuag' p'edict' aliud
 vocat' Barnecroft aliud vocat' Perfield a-
 liud vocat' Street-Croft aliud vocat' Wood-
 shot ac duo alia vocat' Fullers continen' p'
 estimationem viginti acras sive plus sive
 minus Pecnon quatuordecim acras terre
 & p'ati vocat' Milland Pecnon una par-
 cell' p'ati continen' per estimationem
 quinque acras sive plus sive minus vocat'
 Great Meade Pecnon una Croftum terre
 vocat' Benningfield continen' per estima-
 tionem quatuor acras Pecnon unum p'as-
 tum Heriotabil' continen' per estimatio-
 nem septem acras sive plus sive minus
 vocat' Bonners-Meade & unum Croft' terre
 Heriot' vocat' Cockercroft continen' per
 estimationem tres acras Pecnon duo alia
 Crofta terre vocat' Upper-Bridge Croft
 & Nether-Bridge Croft contin' per esti-
 mationem quatuor acras & aliud cum
 pertin' sive plus sive minus ac unum
 aliud Croftum terre vocat' Great Fullers
 ac aliud vocat' Little Fullers continen' per
 estimationem quinque acras sive plus sive
 minus Pecnon tres acras terre vocat'
 Floods Croft sive quocunque alio nomi-
 ne vel nominibus p'missa p'edicta seu
 aliqua eor' parcelle vocantur sive cognos-
 cuntur Et in eadem Cur' sursum reddi-
 dit in manus Domini Manerii p'edicti
 per manus Seneschalli sui p'edit' om-
 nia & singula p'missa p'edicta cum eor'
 pertin' ad opus & usum F. S. & Hereduth
 suorum imperpetuum Qui quidem F. S.
 presens

presens hic in Curia humilit' petit se ad-
mitteri ad pmissa p'dicta cum p'tin. Cui
Dñus Manerit p'dict' p' Beneschallum p-
dict' concessit & liberabit inde seisinam p'
virgam Hend' & Tenens ubi & Hereditib'
suis de Dño per virgam ad voluntatem
Dom' secundum consuetud. Manerit p'dict'
p' reddit' servicia & consuet' inde prius de-
bit' & de jure consuet' & dat' Dño de
Pine, &c. admittus est inde tenens fecitor
Dño fidelitat'.

Et postea sedente eadem Curia venit D. ^{Recupera-}
S. Gen' in prop' persona sua & in aperta ^{tio.}
Curia queritur versus p'fat' f. S. pre-
sens hic in Cur' de placito terre videlicet
de uno Messuagio voc' Pothalls. Recnon
quadragint' aeris terre viginti aeris pra-
ti & triginta aeris pasture cum p'tin
in S. infra Jur' hujus Cur'. Et fecit p-
testationem p'sequi querelam suam in
Cur' ista in forma & natura b'revis Dñi
Regis de ingressu sup' disseisinam in le-
post ad communem legem secundum con-
suetud. Manerit p'dicti Et invenit Pleq'
ad p'sequend' querelam suam p'dict' vide-
licet J. D. & R. R. Et per' process' inde
ei fieri secundum consuet' Manerit p'dict'
vers' p'fat' f. S. dirigend' retoz'd, &c.
Et ei conceditur & idem f. S. presens
hic in ista eadem Curia gratis comperuit
ad placitum p'fatum.

Et sup' hoc p'dict' D. J. in prop' p'so-
na sua petit vers' p'fat' f. S. tenementa
p'dicta cum p'tin in S. p'dict' infra Ju-
risdictionem hujus Curie ut Jus & He-
reditatem suam secundum consuetud. Ma-

nerii p̄dicti Et in quibus idem f. S. non habet ingressum nisi post disseinam quam J. B. inde injuste & sine Iudicio p̄fat' D. J. infra triginta Annos jam ult' elaps' fecit Et unde dicit qđ ipsemet fuit seiscitus de tenementis p̄dictis cum p̄tind in Dominio suo ut de Feodo & jure tempore pacis tempore Dñi nuper Regis Caroli Primi & Dñi Regis nunc capiend' inde explez ad valenc', &c. Et in quibus, &c. Et inde producit sextam, &c.

Et sup hoc p̄dicta' f. S. in pp̄ persona sua venit & defendit jus suum quando, &c. Et vocat inde ad Warr' p̄dicta' S. B. qui p̄sens hic in Curia gratis tēsta p̄dicta' cum p̄tind ei warrant'.

Et sup hoc p̄dicta' D. J. petit versus p̄fat' S. B. tenend' p̄ Warr' suam tēsta p̄dicta' cum p̄tind in forma p̄dicta' Et unde dicit qđ ipsemet fuit seiscit' de tēstis p̄dicta' cum p̄tind in Dominio suo ut de feodo & jure ad voluntat' Domini secundum consuetud' Manerii p̄dicta' tempore pacis tempore Domini Regis Caroli Primi & Domini Regis nunc capiend' inde explez ad valenc', &c. Et in quib', &c. Et inde p̄ducit sextam, &c.

Et sup hoc p̄dicta' S. B. tenens p̄ Warr' suam venit & defendit jus suum quando, &c. Et ulterius vocat inde ad Warrad J. C. qui a'lit' p̄sens est hic in Curia pp̄ria p̄sona sua Et gratis tēsta p̄dicta' cum p̄tind ei warrantizat.

Et sup hoc p̄dicta' D. J. pet' versus p̄fat' J. C. tenend' p̄ Warr' suam tenement' p̄dicta' cum p̄tind in forma p̄dicta' Et unde dicit qđ ipsemet fuit seiscitus de tēstis p̄dicta'

predia' cum priu in Dominico suo ut de feodo & iure ad voluntatem Dñi secundum consuet' Manerii predia' tempore pacis tempore nup Dñi Regis Caroli Primi & Dom Reg' nunc capiend inde exples' ad valenc', &c. Et in quib', &c. Et inde producit letam, &c.

Et sup hoc p dia' J. C. tenens p Warr' suam predia' in pp' persona sua venit hic in ista eadem Curia & defend' jus suum quando, &c. Et dicit qd predia' J. R. non disseisibit p dia' D. J. de testis p dia' cum priu prout idem D. J. per h'rebe & narrationem sua predia' superius suppon'. Et de hoc pon' se sup Homagium Cur' Manerii p dia' Et p dia' D. J. pet' licenc' inde interloquendi hic usq' ad horam secundam post meridiem ejusdem diei & ei conceditur, &c. eadem hora dat' est p red J. C. hic, &c.

Et postea scilicet ad predia' horam secundam post meridiem ejusdem diei idem D. J. reuenit hic in Cur' in pp'ia psona sua Et predia' J. C. licet solempnit' exat' non reuenit sed in contempt' Cur' recessit & defalt' fecit Ideo secundum consuet' Manerii p dia' consideratum est per Curiam hic qd p dia' D. J. recuperet seissin suam versus p'fat' F. S. de testis p dia' cum pertin' H'end' & Tenend' eid' D. J. & H'ered' suis ad voluntatem Dñi secundum consuet' Manerii p red' quiet' de p red' F. S. & H'eredib' suis imperpetuum' Et qd idem F. S. habeat de terris p'fat' S. B. ad valenc' &c. infra, &c. Et qd idem S. B. ulterius habeat de terris

ris pꝛedia' J. C. ad valenc, &c. inter,
 &c. Et qđ idem J. C. sit in misericordiā,
 &c. Et sup hoc pꝛed D. J. petit pꝛceptū
 ministro Cur' Manerii pꝛed dirigentē se
 habere fac' et plenar' seissnam de & in
 reñtis pꝛed cum pꝛid & ei conceditur re-
 tornabile hic indilate, &c.

Et postea scilicet isto eodem die venit
 hic in Cur' minister Cur' pꝛia', viz. C.
 B. Ballibus ibidem & retornat' pꝛceptam
 pꝛia' ubi inde direx' in omnib' servitum
 & in forma juris execut' videlicet qđ ipse
 virtute pꝛcepti pꝛediat isto eodem die ha-
 bere fecit die D. J. plenar' seissnam de
 & in reñtis pꝛedia' cum pꝛid sic recuper-
 rat' pꝛout ei superius mand' fuit. Et sup
 hoc modo ad istam eandem Curiam venit
 pꝛefat' D. J. in pꝛia' pꝛona sua & hu-
 milit' petit se admitti' ad pꝛemissa pꝛe-
 dia' cum pꝛtid secundum formam & ef-
 fectum recuperationis pꝛia'. Et Dñus
 Manerii pꝛia' in plena exeratione recu-
 perationis pꝛedia' & secundū consuetudē
 Manerii pꝛedia' p' Beneschallum suum
 pꝛedia' concessit ei inde seissnam p' virgam
 Hent' & Tenend' omnia & singula pꝛemissa
 pꝛed cum pꝛid pꝛfat' D. J. Heredit' &
 Magn' lais de Dño p' virgam ad volumē
 Dñi secundum consuet' Manerii pꝛia' p'
 redditus servit' & consuetud' inde prius
 debet' & de jure consuet' deditoꝝ Dño
 de Fine, &c. admissus est inde tenens se-
 cū Dño fidelitatem.

Et postea scilicet ad eandem Curiam
venit p[re]dicti f. s. s. B. & J. C. in p[re]s[en]tia
p[re]s[en]tis p[re]s[en]tis suis & hic in aperta Curia
suscumreddidit p[er] virgam in manus D[omi]ni
Manerii p[re]dicti per manus Seneschalli
sui omnia & singula p[re]missa p[re]dicta cum
pertin[ent]ia ad opus & usum dicti D. J. Be-
son & Mag[ist]ro suorum imperpetuum. Et
alterius p[er] se Heredit[ariis] Executoribus &
Administratores suis & eorum qualibet
separatim & respective p[re]s[en]te libere & ab-
solute remittere relaxaver[unt] & imperpetuum
quiescere clamaver[unt] p[re]dicti D. J. in plena &
pacifica possessione & seign[ia] sua existente
Heredit[ariis] & Mag[ist]ro suis totum jus stat[uti]
titulum interesse claud[ere] & demand[are] sua que-
runt ip[s]orum p[re]dicti f. s. s. B. & J. C.
& eorum cujuscumque de in vel ad p[re]missa p[re]dicta
cum pertinentiis vel aliquam partem
sive parcelam inde necnon omnes & om-
nium errorem & errores causam & causas
erroris & errorum misp[re]siones defectus &
erronicos p[ro]cessus quocumque & qualitercum-
que habet commiss[os] omis[sos] p[er]miss[os] seu
p[er]petrat in querel[is] p[re]s[en]tis p[ro]cess[us] Iudicio &
executione supradicta vel eorum aliquo.

Et postea p[re]dicti D. J. ad istam eun-
dem Curiam venit in p[ro]p[ri]a persona sua &
in aperta Curia suscumreddidit in manus
D[omi]ni Manerii p[re]dicti per manus dicti Se-
neschalli per virgam secundum consuetudinem
Manerii p[re]dicti omnia & singula p[re]missa
p[re]dicta cum pertin[ent]ia sicut in forma p[re]dicti recu-
perat ad opus & usum s. B. p[re]dicti & C.

Admissio
S. B. & C.
G.

E. quam dic' S. B. (Deo dante) duceret in uxorem p & duran' vit' eorum & alterius eorum diutius viden' & Heredibus de corpore dic' S. de corpore dicte C. B. legitime pcreand' & p defectu talis exitus remanere inde pced' S. B. & Heredibus suis imperpetuum. Qui quidem dic' S. B. & C. B. pntes hic in Curia humiliter petunt se admitti ad pmissa pced' cum pertind' secundum formam & effectum futurum redditus p'dicte quibus Dominus Manerii p'dic' per Seneschallum suum p'dic' concessit & liberabit inde seisinam per virgam vend' & Tenend' p'lat' S. B. & C. B. p & duran' vita eor' & alterius eor' diutius viden' & Heredibus de corpore p'dic' S. B. de corpore dicte C. B. legitime pcreand'. Et p defectu talis exitus remanere inde p'dic' S. B. & Heredibus suis imperpetuum de Dño per virgam ad voluntatem Dñi secundum consuet' Manerii p'dic' per redditus servicia & consuet' inde prius debet' & de jure consuet' & dant Dño de fine octoginta libras & admitti sunt inde tenentes feceruntq' Dño fidelitat'.

Sorsum:
redditio S.
B. ad usum
ult' volunt.

Et etiam ad hanc Curiam ven' S. B. p'dic' Ven' qui tenuit sibi & Heredibus suis de Dño hujus Manerii per virgam ad voluntatem Dñi secundum consuet' Manerii p'dic' unum Messuagium sive Tenementum cum dimidio virgat' terre Customar' & Heriot' necnon unu' Croftum terre vocat' Great Swaynes continend' per estimationem quinq' acras terre ac etiam tres.

tredecim acras terre vocat' Tingiis Customar' & Heriot' necnon unam Hoppett' continend' unam Rodam terre parcell' terre voc' Scarlets: cum pertiū necnon unam parcelam terre continend' tres acras & dimidium sive plus sive minus parcelam cujusdam tenementi vocat' Sabernes Customar' & Heriot' cum pertiū & sursumreddidit premissa cum pertiū in manus Dñi Manerii predicti per manus Beneschalli sui predicti ad opus & usum ultime voluntatis & testamenti sui in scriptis.

Maner'

Maner' de ff. Cur' Baronis A. B. Militis Do-
S... mini Manerii pred' ibidem
 tent' pro Mangro predi & vi-
 gesimo secundi die Januarii
 Anno Regni, &c. coram W.
 B. Armigero, Seneschallo ibi-
 dem.

Homagium { T. G. } Jur' { J. C. }
 { H. L. } { P. G. }
 { R. W. } & { }
 { T. D. } { G. R. }

Nomina
 Terren'.

Homagium pdict' super sacram' suu' p-
 sent' qd ff. S. Gen 6d. M. P.
 Gen 6d. G. B. Gen 6d. S. B. Gen
 6d. A. B. Gen' 6d. G. H. 6d. R. B.
 6d. D. C. 6d. I. M. 6d. C. J. 6d.
 Gen H. R. 6d. sunt Customar' tenend
 hujus Manerii & debent sectam hic ad
 hanc Curia & default' fecer' Ideo quili-
 bet eorum in mia est put patet sup eor
 Capita.

Mia' pro
 boscis.

Item ad hanc Curia p'sentat' est per
 Homagium qd post ultimam Curia &
 ante hanc Curia J. R. amputabit (An-
 glice hath lopped) duos arbores crescen
 sup communiam Dni sine Magnatione
 Woodwardi Ideo in misericordia est
 3 s. 4d. Et qd ff. p. amputabit ut su-
 pra unam arbozem ideo ipse in mia est
 6d.

Ad

Ad hanc Curia compertum est p^r Ho-
magium qd^o A. R. vid^e Customar^o tenen^t
hujus Manerii post ultimam Curia &
ante hanc Curia obiit scilicet de medietate
duorum Messuagiorum sive Tenement^o &
prodecim accras terre cum ptinen^t sed quis
est p^r Heres penitus ignorant Ideo ad
hanc Cur^{ia} prima Proclam^o facta est qd^o
Heres p^rdia^o A. R. veniat hic in Cur^{ia} ad
capiend^u p^rmissa p^rdia^o que illis descendit
post mortem p^rdia^o A. R. sed nemo ve-
nit.

Obit. A. R.
& prima
Proclam^o.

Ad hanc Curia secunda Proclam^o facta
est qd^o proximus Heres A. M. vid^e ve-
niet hic in Curia ad capiend^u duo Co-
tag sive Tenement^o que ei descend^u post
mortem p^rdia^o A. M. sed nemo venit.

Secunda
Proclam^o
post mort^{em}
A. M.

Acetiam compert^u est per Homagium
p^rdia^o qd^o C. D. qui de V^oho hujus Ma-
nerii tenuit sibi & Heredibus suis per vir-
gam ad voluntatem Dⁿⁱ secundum con-
suet^u Manerii p^rdia^o ad Customar^o tene-
ment^u sive Cotag jacent^u super South-
weald Common prope Wealdside-Mill in Pa-
rochia de S. Acetiam unam parcell^{am} ter-
re eidem pertine^{nt} modo in tenura de A.
M. post ultimam Curia & ante hanc Cu-
ria scilicet primo die Augusti Anno Dⁿⁱ
Millimo sexcentesimo sexagesimo quinto
sursum reddit^u in manus Dⁿⁱ Manerii p^r-
dia^o per manus C. D. loco Ballivi in
p^rsentia H. L. & G. R. duor^{um} Customar^o
tenen^t Manerii p^rdicti id testam^u secun-
dum

Admissio
J. S. ex
Sursum-
redd^u T. D.

dum consuetud' ejusdem Manerii p'dia' Meluag' sive tenement' cum omnibus domibus edificiis acris hortiis gardinis pomariis Acetiam p'dia' parceliam terre continend' p' estimationem unam acris sive plus sive minus cum omnibus & singulis pertind' Ad opus & usum J. S. de G. in Com' Esser' & Hered' & Aliis suorum imperpetuum Qui quidem J. S. p'sens hic in Cur' humiliter petit se admitteri Cui Dñus Manerii p'dia' per Beneschallid' suum p'dictum concessit inde sciendam per virgam secundum consuetud' Manerii p'dia' Vend' & Tenend' omnia & singula p'missa p'dia' p'tat' J. S. Hered' & Aliis suis imperpetuum p' redditus servicia & consuet' inde p'ius debet' & de jure consuet' Et admissus est inde tenens & dat' Dño de Fine septem libras fecitque Dño fidelitat'.

R. A. ad
S. K. Sur-
sumredda'
Conditio-
nal'.

Ad hanc Curiam compertum est p' For-
magnum p'dia' qd' R. M. unus Customar'
tenend' hujus Manerii citra ult' Curiam &
ante hanc Curiam scilicet nono die Maii
extra Cur' sursumreddidit in manus Dñi
Manerii p'dia' per manus G. D. in lo-
co Ballivi & in presentia C. G. & G. R.
duorum Customar' tenend' Manerii p're-
dicti id testand' secundum consuetud' Ma-
neri' p'dicti totum illud Customar' Me-
luag' sive tenement' vocat' Brewers sive
quocunque alio nomine cognoscitur cum
omnibus pomariis Gardinis domi-
bus edificiis & tres accras Customar'
terre eidem spectand' situat' & existend' in
A.

S. in Com Essex' modo in occupatione
T. R. & R. M. pdia' simul cum un' ac
 Customar' Cotag' sive tenemento cum p'tim
 modo in occupatione **L. M.** Ad opus &
 usū **S. R.** de **D.** in Com pdia' & Hered'
 suoz imperpetuum Provisis semp & sub
 hac condicione sequen' quod si p'di **R. M.**
 Heredes Executores Administratores sive
 Assigni sui solvant seu solvi causarent
 p'fat' **S. R.** Executoribus Administrato-
 ribus sive Assigni suis plenam summam
 Centum & viginti & septem librarum &
 quatuor solidi bone & legalis monete
 Angl' in vel super decimum quartum diem
 Aprilis qui foret in Anno Dñi Millimo
 sexcentesimo sexagesimo sexto in vel apud
 mansionalem Dom' pdia' **S. R.** situat' in
D. pdia' tunc sursumreddit' p'edia' erit
 vacua alioquin remanere in plen' roboze &
 virtute.

Maner' de S.--- } ff. Curia Baronis A. B. Militis, Domini Manerii predicti ibid' Tene decimo sexto die Februarii Anno Regni Domini nostri, &c. coram W. B. Arm' Seneschallo ibidem.

Homagium { H. L. Gen. } { G. R. }
 { J. S. } { J. T. }
 { W. C. } { & }
 { R. A. } { P. G. } Jur.

Defalt' tenen'.

Ad hanc Curiam Homag' predicta present' sup sacram' suum qd' R. S. Gen 6 d. T. C. Gen. M. P. Gen. S. B. Gen. A. B. Gen. S. W. Gen G. A. Gen. R. B. A. W. Gen J. W. A. W. Gen J. W. Iud & F. C. Gen sunt tenen' Dni Manerii predicti Et debent sextam hic ad hanc Curiam & fecer' Defalt' Ideo quilibet eor' in mia' est p'out patet sup eor' capita.

Obit. A. R.
 & secunda
 Proclam'.

Ad hanc Curiam secunda Proclamatio facta est quod proximus Heres A. R. vidue modo defuncta' veniret hic in Curiam ad capiend' medietat' duorum Mesuagiorum sive tenement' & octodecim acrar' terre cum pertin' que ei discent p' mortem dicte A. R. sed nemo venit.

Cum ad Curiam vent' pro Manerio Admissio
E. M. vii.
 pdia nono die Maii Anno Dñi Millimo
 sexcentesimo sexagesimo sexto compertum
 fuit per Homagium pdia' quod D. M.
 (nuper vidua & Felicia R. M.) obiit
 test' p termino vite sue de duob' Cotag'
 libe tenemen' cum pertid' jacent' prope Ec-
 clesiam de S. que quidem Cotag' pdia'
 cum pertid' antea quando prefat' R. M.
 vixit fuerunt tantum unum Messuagium
 libe tenement' vocat' Brooms sed cui te-
 nement' pdia' cum pertid' descend' pen-
 ras ignoraver' Modo ad hanc Curiam
 venit J. S. & dat' Homag' intelligi qd
 tenement' prefat' cum pertid' descend'
 E. M. vidue & Felicia' E. M. Sed put
 per Rotam Cur' Maner' pdia' de vicessimo
 primo die Aprilis & Anno decimo sexto
 Caroli imper Regis Anglie, &c. patet
 Et in eadem Curia venit pfat' E. M. per
 virum J. S. Artozn' suum & humilit'
 pet' admitti ad tenementa pdia' cum per-
 tin' Cui Dñus per Seneschallum suum
 concecit & deliberavit inde p pdia' J. S.
 Artozn' suum seisinam p virgam bend &
 tenend' tenement' pdia' cum pertin' pre-
 fat' E. M. Veredibus & Aligh' suis im-
 perpetuum de Dño per virgam ad volun-
 tatem Dñi secundum consuetud' Manerit
 pdia' p reddit' servitia & consuet' inde
 pñus debet & de jure consuet' & dat'
 Dño de Pine pñut patet Et admissus est
 tenens per pdia' J. S. Artozn' suum ade-
 ritas ejus tamen respectuatur. .

C, ad P.
fursom-
redd^o sub
Condi-
one.

Ad hanc Curiam compertum est per
Homag^o p^odia^o quod J. C. unus Customar^o
tenens hujus Manerii citra ultimam
Curiam & ante hanc Curiam scilicet
decimo quarto die Februarii Ann^o Reg^o
Dⁿⁱ Caroli Sec^o Reg^o Ang^o &c. decimo
octavo Anno Dⁿⁱ 1665 extra Cur^o sur-
sumredd^o in manus Dⁿⁱ Manerii p^ored^o p
virgam per manus H. L. & M. B. duo-
rum Customar^o tenent^o hujus Manerii
id testan^o secund^o consuet^o Manerii p^ored^o
totum illud Messuagium sive tenement^o
vocat^o Webbs cum omnibus Edificiis Sta-
bulis Arriis Pomariis Gardinis & per-
tin^o quibuscunq^o adinde spectan^o sive per-
tin^o Acetiam duas pecias sive parcelle
terre cont^o p^o estimationem quatuor^o acras
sive plus sive minus abuttan^o sup^o terr^o
G. H. vocat^o Hasulls ex parte boreal^o & sup^o
terr^o M. W. Sed ex parte orient^o &
super terr^o E. C. ex parte occident^o cum
omnibus & singulis pertind^o adinde spec-
tan^o modo in tenuta sive occupatione dic^o
J. C. Ad opus & usum J. P. in Paroch^o
de P. in Com^o Essex^o Clerici Hereditibus &
Assign^o suis imperpetuum sub conditione
tamen quod si p^odictus J. C. Heredes Ex-
ecutores Administratores sive Assign^o sui
solvant seu solvi faciant plat^o J. P. Ex-
ecutoribus Administratoribus sive Assign^o
suis plenam summam sexdecim lib^o 2 s^o &
sexdecim solidor^o bone & legalis monete
Anglie modo & form^o sequen^o videlicet
novem solidos inde sup^o decimum quar-
tum diem Augusti prime sequen^o dat^o
hujus

hujus Sur' acetiam novem solidis magis inde sup decimum quartum diem Februarii qui foret Ad Dñi 1666 Acetiam novem solidos magis inde super decimum quintum diem Augusti tunc proxime sequend Acetiam quindecim libras & novem solidos remaner' inde super decimum sextum diem Februarii qui foret Ann Dñi 1667 apud mansionalem Domum M. P. vbi due struat' in P. pdia' Quod tunc sursus reddit' pdia' erit vacua alioquin remaneat in suis plen roboze & virtute.

Ad hanc Curiam compertum est p H^o Admissio
magium qd J. C. unus Customar' teneat T. W. ex
hujus Manerii citra ultimam Curiam & sursus-
ante hanc Cur' scilicet tricesimo die Janu- redd' J. C.
arii Ann Dñi Millesimo sexcent sexages
quinto ext' Cur' sursus reddit' per virg'
in manus Dñi Manerii pdia' per manus
T. B. loco Ballivi & in p'sentia R. W. &
A. B. duor' Customar' tenen' hujus Ma-
nerii id testan' secundum consuet' Ma-
nerii p^o totas illas quinque pectas sive
parcell' Customar' terre cum parbo bosco
adinde contigue adjacen' continen' p esti-
mation' sex acras sive plus sive minus
abuttan' sup Communiam de S. ex parte
boreali Acetiam super Cotagium & Po-
mar' A. B. predia' ex parte australi
Acetiam super terram R. W. pred' & J. R.
ex parte orientat' Acetiam super terr'
A. W. Gen' ex parte occidentali Cum
omnibus & singulis pertin' modò in tenura
sive occupatione dia' R. W. Ad opus
& uld' C. W. filii dia' R. W. Hered' &
G g Amgd

Assign suorum imperpetuum sub conditione in hiis Anglicanis verbis sequen^r. That if the said T. W. his Executors, Administrators or Assigns, do and shall well and truly satisfy, content and pay, or cause to be satisfied, contented and paid out of the said Lands, unto his Sister and Brothers Three-score Pounds of good and lawful Money of England (that is to say) To S. W. J. W. and R. W. Twenty Pounds apiece, when they shall accomplish their several Ages of One and twenty Years; which said Sum or Sums of Money were Legacies given, willed and bequeathed unto them, the said S. J. and R. by the last Will and Testament of their Grandfather T. B. late of S. aforesaid, Carpenter, deceased. And if it shall happen the said T. W. his Executors or Assigns, refuse paying of the said Legacies or Sums of Money unto his said Sister and Brothers, above the space of One Month next over or after they shall accomplish their said several Ages of One and twenty Years, upon Demand thereof, at, or in the Church-Porch of the Parish-Church of S. aforesaid, That then, and from thenceforth, and at all Times after, it shall and may be lawful to and for the said S. J. and R. or either of them, to enter upon the Lands for her and their Parts, without the Let, Suit, Trouble, Interruption, Molestation or Disturbance of the said T. W. his Executors, Administrators or Assigns, or of any other Person or Persons whatsoever. Cui quidam C. W. p^{re}sen^t hic in Curia Domini^{us} Manerii p^{re}dicti p^{er} Seneschallum suum p^{re}dictum in eadem Curia concessit seisinam p^{er} virgam

virgam vendi & tenendi eidem C. & Here.
 dibus suis secundum formam & effectum sur-
 sum redditionis superius mencionat' de
 Domino p virga ad voluntate Domini
 secundum consuet' Manerii predict' p reddit'
 servicia & consuetud. inde prius debet' &
 de jure consuet' deditq; Domino de fine
 p manus R. M. ejus patris duodecim
 libras & admissus est inde tencens modo
 & forma supradict' sed fidelitas ejus re-
 spectuarius quousq; &c. Et postea in ista
 eadem Curia Dominus Manerii predict'
 ad humilem petition' dicti R. M. concessit
 sit eidem Rad'o custodiam tam corporis
 quam terre dict' C. M. vendi & tenendi
 custodiis predict' eidem Rad'o pro & du-
 ran' minori etate prefat' C. M. de Do-
 mino p virga ad voluntate Domini se-
 cundum consuetud Manerii predict' p reddit'
 servit' & consuetud inde prius debet' & de
 jure consuet' deditq; Domino de fine p
 Custodi predict' prout patet in Capite & ad-
 missus est ad eandem modo & forma su-
 pradict'.

Maner' } ff. Visus Flanc-Pleg' cum Cu-
 de S.---- } ria Baronis A. B. Mil' Domini
 • Manerii prædict' ibidem tent'
 &c. coram W. S. Ar' Senescallo
 ibidem.

Jurat' pro } G. G. Gen'
 Rege } T. G. } Jur' } G. R.
 } J. S. } } J. T.
 } H L. } } R. W. } Jur'
 } W. C. }

Homagium } J. S. }
 } N. M. } Jur' } J. W.
 } R. S. } } H. R.
 } F. S. } } R. R. } Jur'
 } J. L. }

Communis.
 Finis 18 d.

Quidem Juratores Jurat' &
 onerat' super sacram' suum dicunt
 qd dant Dño de Comuni Fine 18 d. Et qd
 ff. S. Ar' 6 d. A. W. Gen' 6 d. S. B.
 Gen' 6 d. W. P. Gen. 6 d. T. W. Gen'
 6 d. W. L. 6 d. sunt tenentes hujus Ma-
 nerii & debent sextam hie ad hanc Cur' &
 fecer' default' Ideo quilibet eorum in mia
 pout patet super eo? Capita.

Mia' pro
 inclus. &
 arando Va-
 stum.

Ad hanc Letam p'sentat' est p Homag
 qd D. H. inclusit (Anglice enclosed) & ara-
 bit partem vasti Domini hujus Manerii
 vocat' a Lane, ducent' a Bothals ad Com-
 muniā de Upmaster Ideo in mia est 10 s.

Ad hanc Curiam tertia Proclam facta
est qđ proxim̃ Heres A. R. vidue defuna
veniret hic in Cur' admitti ad medietatem
duoꝝ Messuagioꝝ sive tenement' &
octodecim acras terre cum pertin' que ei
descendit per mortem dia' A. R. sed ne
mo venit Ideo precept' est C. S. Ballibꝫ
Manerii predict' seisciri fac' premissa pđ
in manus Domini Manerii pꝛed.

Tertia Proclam' post mortem
A. R. & forisfact'.

Cum ad Cur' tent' pro hoc Manerio
22. die Januarii Anno, &c. compertum
fuit per Homagium quod R. A. unus
Customar' tenen' huius Manerii extra
Curiam videlicet nono die Maii Anno,
&c. sursumreddidit in manus Domini p
manus G. D. in loco Ballibi & in pꝛe
sentia C. S. & G. R. duozum Custo
mar' tēntium Manerii pꝛed secundum
consuetud' Manerii pꝛed totum illud Cus
tomar' Messuag' sive tenement' vocat'
Brewers sive quocunq; alio nomine cognos
cit cum Omnibus Domariis Gardinis
Domibus & pertin' Acetiam tres acras
Customar' terre eidem Messuagio spectan'
modo in occupatione J. R. & R. A. pꝛed
simul Ac un' aliud Customar' Cotag' sive
tēntum cum pertin' modo in occupatione
A. A. Ad opus & usum S. R. de D.
in Com' Essex' vid. & Hered' suoꝝ im
perpetuum sub Conditione qđ si pꝛedig'
R. A. solberet pꝛefat' S. R. plenā sum
mā Centum vigint' & septem librarꝫ &
quatuor solid' super decim quart' diem
Aprilis qui foret An', &c. qđ tunc Cur

Sursumred
ditio Con
ditional'
A. pro bene
ficio S.

sumreddit' pꝛeꝛ erit vacua alioquin re-
manere in suis plenis robore & virtute
Modo ad hanc Curia venit J. A. de D.
pꝛeꝛ per assensum & Assignationem pꝛeꝛ
S. R. & cognovit plena satisfactione
secunduꝝ forma & effectū sursumreddi
Conditional' pꝛeꝛ Et postea ad hanc
Curia venit R. A. pꝛeꝛ in ppꝛ' persona
sua & in aperta Cur' sursumreddi in
manus Domini per manus Scheschall
sui pꝛeꝛ omnia & singula premissa pꝛe-
dicta cum pertiñ ad opus & usum J. A.
pꝛeꝛ & T. A. de Mag' Burethead in Cond
Essex' pꝛeꝛ heredi & assigno suoꝝ imper-
pet' sub conditione tamen quod si pꝛeꝛ-
tus R. Heredes Executors Administra-
tores vel Assignati sui solverent seu sol-
vi causarent pꝛeꝛ J. A. & T. A. Ex-
ecutoribus vel Administratoribus suis
plena summa Centū & sex librarum
bone & legalis monete Anglie in vel sup
decimuꝝ octavum diē Aprilis qui foret
Anno Dñi Millesimo sexcenti' sexag' septi'
pro usu & beneficio S. M. pꝛeꝛ qđ tunc
sursumredditi pꝛeꝛ erit vacua & nullius
vigoris alioquin remanē in plenis robore
& effectū.

Ad hanc Cur' Jur' pꝛesent' quod D. L.
Gen' citra ultima Cur' & ante hanc Cur'
effodit (Anglice digged) parcel' Dñi ter-
re super Dastum Ideo ipse in mſterij
cordia est 6 d. Adm J. S. Altrite am-
putabit arbores super Conmia sine licen-
tia Dñi Manerit pꝛeꝛ Ideo ipse in mſ-
tercordia est 6 d.

Cum ad Curiam Baron Dñi Mān-
 riū p̄dicti tunc die Martis decimū nono
 die Maii ult' p̄terit' compertum fuit
 per Thomā qđ S. J. un Custom Tenem
 Manerii p̄dicti circa tunc ultimā Cur
 ac ante istā Curiam scilicet undecimo die
 Feb' tunc ult' p̄terit' sursumreddidit in
 manus Dñi Manerii p̄dicti per manus
 & acceptione W. W. Gen adtunc Senesc
 halli ibidem secundum consuetudinem
 Manerii p̄dicti totum illud Customar'
 Messuag' sive Tētum cum extradomi
 bus Porreis Stabulis Plateis Arcis Po
 mariis Portis Terris Pratis Pasturis
 & pertinenciis quibuscunq' eidē p̄tine
 continē p̄ estimationē nobē acras sive
 plus sive minus tunc vel nup in tenura
 sive occupatione R. D. aut Assignato
 suō ad opus & usum C. H. Iud de S.
 in Com p̄dicti Peoman Heredum & Al
 signato suō Et quia nullus venit ad
 istā Curiam sursum capere p̄missa p̄s
 dicta Ideo prima Proclamatio facta fuit,
 Ec. Mōdo ad hanc Curiam venit p̄dictus
 C. H. Iud Et humiliter petit de Domi
 nis Manerii p̄dicti se admitti Tenem
 ad Tenementa & p̄missa p̄dicta cum
 pertinenciis Cui Domini Manerii p̄s
 dicti per Senescallum suum concesserunt
 & liberaverunt inde Seisina per virgam
 habent & tenent eidem C. H. Iud He
 redibus & Assignatis suis secundum for
 mam & effectum sursumredemptionis p̄s
 dicti de Dñis p̄ virgam ad voluntate
 Domini secundum consuetudinem Ma
 nerii

Admissio
 T. H. ex
 sursumred
 ditione S. J.
 in cons'
 Maritagii.

nerii p̄dicti p̄ reddit' consuetudines & seruitia inde p̄ius debet & de jure consuet' &c. debitor. Vñs de fine prout paret, &c. & admissus est inde Tenens fecitor. Domini fidelitatem, &c.

Admissio
T. H. & S.
p̄x' ejus.

Et postea ad ista eandem Cur' ac sedente Curia p̄dicta' T. H. Jun' in consideratione Maritagii habend' inter ipsu' p̄dicta' T. H. & S. H. de Parochia de S. in Com' Essex' Spinster ac octoginta librar' eidem T. H. solvend' in Maritagio cum p̄dicta S. H. sursum reddidit in manus Domino' Manerii p̄dicti per manus & acceptationem M. C. Senescalli ibidem secundu' consuetudine Manerii p̄dicti Tenementa & p̄missa p̄dicta cum pertinentiis ea intentione quod Vñi Manerii p̄dicti reconcedere dignarent p̄missa p̄dicta ad opus & usum ipsius T. H. & S. H. designate Ux' ejus p̄o & durante Termino vitatu' eorum & vite eorum diutius viventis & post eorum decessu' ad usu' Heredu' de corpore p̄dicta S. p̄ dictu' T. legitimu' procreand' Et pro defect' talis exitus ad usu' rect' Heredu' p̄dicti T. imperpetuu' Subiect' tamen & sub Conditionem p̄ solutione summe quadragint' librar' legalis monete Anglie tali p̄sone seu talibus p̄sonis cui vel quibus p̄dicta S. ante vel post Maritagiū inter eos solvimpizand' p̄ aliquod Scriptu' sub manu & sigillo p̄dicta S. Testatum p̄ tres vel plures credibiles testes declararet limitaret vel appunquaret solvend' infra spaciū unius Anni post decessu' ipsius T. H. & vite S. designate Uxoris ejus & non ante &

Et pro defectu talis solutionis ad usum
 talis persone sive personarum cui vel quibus p-
 dicti S. P. p aliquod tale scriptum diri-
 get vel appunctuabis usque predicti summa
 quadraginta librarum cum legali Interesse
 soluta foret. Et superinde dicti C. P. &
 S. P. presentes in Curia in propriis per-
 sonis suis petunt gratiam Domini Manerii
 predicti quod admitterentur Tenendi ad premissa
 secundum formam & effectum dicte sursum-
 redditionis Quibus quidem L. P. &
 S. P. Domini Manerii predicti per dictum
 Beneficium liberaverunt de premissis Sei-
 suna p virga Tenendi eis & Magnatis suis
 p termino vite suarum naturalium &
 vite eorum diutius videri si Maritagium
 predicti solemnizaret & non aliter secundum
 formam & effectum dicte sursumredditionis
 de Dominis Manerii ad voluntatem Do-
 minorum secundum consuetudinem Manerii predicti
 p redditum & servicium proinde prius debitu &
 de jure consuetudinis, &c. Et dictus C. fecit
 fidelitatem, &c. Et admissi sunt inde Te-
 nentes, &c. Salvo cuiusque jure, &c.

Ad hanc Curiam secunda Proclamatio
 facta est pro terris & Tenementis Custos, ^{Secunda}
 maris de hoc Manerio tentis de quibus ^{Proclama-}
 C. R. obiit scilicet ut ad ultimam Cur' &c. ^{tio.}

Maner' de S. } ff. Curia Generalis E. K. Militis &
S. M. Armigeri ibidem tenc' de-
cimo quarto die Augusti Anno
Regni Domini nostri Willielmi
tercii, &c. per M. C. Gen' Senef-
challum ibidem.

Esſon' Null'

Homagium { J. S. }
 { W. M. } Jur'
 { L. B. }

Admissio
J. K.

Cum ad Curiam generalem pro hoc
Manerio tenc' decimo nono die Martii
ult' preterit' compertum fuit p tunc Ho-
magium quod T. R. Clericus, qui te-
nuit quasdam terras Customarias de hoc
Manerio tenc' pro termino vite sue na-
turalis remanere inde J. R. Clerico fi-
lio natu minimo dicti T. pro Termino vite
sue naturalis ante istam Curiam obijt de
tali statu seistus Et quia nullus venit,
&c. Ideo prima Proclamatio facta fuit,
&c. ad Cur' Generale pro hoc Manerio
tenc' duodecimo die Junii ult' preterit'
quia nullus venit Ideo secunda Procla-
matio facta fuit, &c. Modo ad hanc Cur'
venit predia J. R. p T. W. Sed ejus
in hac parte Attornatum Et petit gra-
tiam Domino Manerii qd admittat Ter-
minu ad premissa pro Termino vite sue
naturalis

naturalis viz. Ad omnes illas terras
 Customar' vocat' Jacksons continend p es-
 timationem duodecim acras plus vel mi-
 nus Et ad unum Horreum superinde edi-
 ficat' situat' jacent' & existend in vel juxta
 B. in Com' Essex' & tenet' de Maneria p-
 dicta Que premissa dictus C. R. habuit &
 cepit sibi & Assignatis suis pro termino
 vite sue naturalis ex succumredditione
 ipsius C. R. & reconcessione Domino)
 Manerii p-dicta ad Curia generale pro
 hoc Maneria tenet' vicesimo nono die
 Martii Ad Vñi millimo sexcentesimo
 nonagesimo quarto prout p Rotulum ejus-
 dem Cur' patet Cui quidem J. R. Vñi
 p dictu Beneschallu liberaverunt de pre-
 missis Seisinam p virgam Tenend sibi &
 Assign' suis de Dominis Manerii pre-
 dicti p reddit' & servicia proinde prius
 debet' & de jure consuet', &c. Et dat Do-
 minus de Fine, &c. admissus est inde Te-
 nens, &c. Et fidelitas respectuatur, &c.

Mancr'

Maner' } ff. Cur' Baronis E. K. Militis &
 de S. } S. N. Armig'i Dominorum Ma-
 cum } nerii prædicti ibidem tent' die
 Memb. } Martis decimo nono die Maii
 Anno Domini Mill'imo sexcen-
 tesimo nonagesimo sexto An-
 noque Domini nostri Willielmi
 tertii, &c. octavo coram M. C.
 Gen. Seneschallo ibidem.

W. C. Esson. de fest. Cur' per G. J. A. C.
 Esson' de eadem per R. F. T. A. Esson'
 de eadem per W. B. N. W. Jun' Esson'
 de eadem per M.

Homagium	{	G. T.	Jur'	{	N. W.	Jur'.
		J. R.			A. B.	
		E. S.			J. T.	
		T. R.			T. &	
		T. H.			T. R. Jun'	

Present-
ments.

Inprimis ad hanc Cur' presentatum est
 per Homagium quod E. C. citra ul-
 timam Curiam & ante hanc Cur' erexit
 unum stabulum vitulinum (Anglice a
 Calves Coop) super vastum solum Domi-
 norum & ordinatum est qd prædict' sta-
 bulum demolit' sit ante tres Menses
 nunc p'or' sequens Subpoena forisfactur'
 quinq; solidorum.

• Item

Item ulterius presentat' est qđ pđia' E. C. depascit averia sup terras viflat' de S. absq' titulo sive clameo & contra consuetud' Manerii.

Item ad hanc Curiam compertum est per Homagium qđ E. R. Jun' nat' Tēd hujus Manerii post ultim' Cur' & extra Curiam scilicet vicesimo quinto die Martii ult' p̄terit' sursumreddidit in manus Dominoꝝ Manerii p̄dicti p virgam per manus E. S. stant' in loco Ballivi Dominoꝝ in p̄sentia E. R. & E. S. duos custod' tenend' Manerii sursumreddition' restand' secund' consuetudin' Manerii omne illud Coragium sive Tenementum vocat' Goldings Garden, cum Homariis Horris & Appurtenent' eidem pertined' tunc in tenura & occupatione ipsius E. R. Jun' aut Assignat' suozum ad solum opus & usum fratris ejus W. R. de B. in Com' Essex' p̄dict' Heredum & Assignat' suozum imperpetuū sub Conditione tamen quod si p̄dictus E. R. Heredes Executores Administra- tores vel Assignati sui sive aliquis eoz solverent seu solvi facerent p̄fat' W. R. aut suo certo Attoꝝnato Executoribus Administratoribus vel Assignatis suis plenam summam duodecim librarum bone & legalis monete Anglie super vicesimum quintum diem Martii qui erit in Anno Domini Millesimo sexcentesimo nonagesimo nono ac si bene & fideliter solveret seu solvi faciat tres solidos p̄dicto W. R. similis monete in quolibet spacio trium Mensium durand' Terminis trium

trium Annoꝝ tunc sursum redditio pꝛedia
esset vacua aut aliter remanere in pleno
vigoꝛe.

Pꝛesentat' est etiam per Homagium
quod H. B. erexit fenculum (Anglice
Haycock) super bastid solidi Bond abloꝝ
licentia.

Et Homagiū pꝛesentant omnes Te-
nentes hujus Manerii qui debent Sextam
ad hanc Curiam & non comperuerunt Et
dicunt quod quilibet eorum sit in miseri-
cordia duodecim denar' Ad hanc Curiam
pꝛesentatum est etiam p Homagiū quod
J. P. nup natus Tenens hujus Mane-
rii ante hanc & citra ultimā Cur' obiit Et
superinde fact' fuit pꝛima Proclamatio
alta voce trinag' vice qđ si aliquis clama-
ret seu vindicaret aliquod jus Titulū
Statū clameū interesse vel demandi de
in vel ad aliquas terras seu Tenementa
Customar' de quibus J. P. obiit seiscitus
qđ veniret & admitteretur Et nullus tunc
venit, &c.

Maner' de S---- } ff. Curia Baronis E. K. Militis &
cum } S. N. Armig' Dominorum Ma-
Membr'. } nerii prædicti ibidem tent' &c.
 coram M. C. Gen' Seneschallo
 ibidem.

Essex' Nall'



Homagium { N. M. } Jur' { A. B. }
 { T. R. } { J. T. }
 { T. W. } { J. R. }

CUM ad Cur' Generalem pro hoc ^{Admissio}
 Manerio tent' die Martis scilicet ^{super ult'}
 decimo nono die Marti ult' præterit' præ- ^{volunt'.}
 sentatum fuit per tunc Homagium quodd
 J. P. Gen' un' Custom Tenen' Maner-
 rii prædict' ante istam Cur' obiit scilicet de
 & in quibusda' terris & Tenementis
 nativis de hoc Manerio tent' Et quod
 ante obitum suum sursumreddidit secun-
 dum consuetudinem Manerii omnia ter-
 ras & Tenementa sua nativa de hoc
 Manerio tenta ad opus & usum Testa-
 menti & ultime voluntatis sue Et quia
 nullus venit ad sursumcapiend' præmissa
 Ideo prima Proclamatio facta fuit, &c.
 Mado ad hanc Curiam venit M. H.
 Hrd' J. H. Et ptulit in Curiam quan-
 dam Copiam ultimæ voluntatis & Testa-
 menti dicti J. P. Avunculi sui gerend'
 dat' quarto die Novemb' Anno Dñi Mil-
 limo

fimo fexcentefimo nonagefimo quinto fub
 Sigillo Cur' Pꝛetogative Cantuarienfis
 Sigillat' p quam pꝛedia' J. dedit & le-
 gavit pꝛedice M. H. p Termino vite fue
 naturalis Meffuagiu & terras fuas na-
 ribas in S. pꝛedia' M. in propria per-
 fona fua petit gratiam Dominoꝝ Ma-
 nerit quod admittatur Tenens ad pꝛe-
 miffa Et Domini Manerii per dictum
 Senefcallum liberabit die M. H. de p-
 miffis feifnam per virgam Tenend ſibi
 & Assignatis fuis pꝛo termino vite fue
 naturalis de Dominis Manerii ad vo-
 luntatem Dominoꝝ fecundum confuetu-
 dinem Manerii pꝛedicti per reddit' &
 fervice pꝛoinde pꝛius debet' de jure con-
 fuet', &c. Et dat Dominis de fine, &c.
 Et admiſſa eſt inde Tenens, &c. Salvo
 Jure, &c. Et fidelitas reſpectuatur, &c.

Maner' de S--- fl. Curia Visus Franc' Pleg' cum Cur'
Baronis W. S. Mil' D'ni Mane-
rii predicti tent' coram, &c.

M. P. Gen. 6 d. E. L. 6 d. T. B. Gen. 6 d. Defaltorez
S. W. Gen. 6 d. W. H. Gen. 6 d. R. B. Gen.
6 d. Quilibet eorum per Jur. amerciatus
prout patet super eorum separalibus capitibus.

Juratores	}	Jur'	}	Jur'		
					G. G. Gen.	J. T. Gen.
					P. G.	R. W.
					S. B. Gen.	W. P.
					J. M. Gen.	H. P. Gen.
					J. S. Gen.	T. D.
J. V.	&					
W. H. Gen.	G. R.					

JUR' present' qđ G. C. tenet Cōe Cer-
visarium infra p̄cina' vis' Franc' Pleg' p̄-
dia'. Presenta-
menta.

Item present' qđ T. C. tenet Cōe Cer-
visat' infra p̄cina' vis' Franc' Pleg' p̄-
dia'.

Item present' qđ A. W. vis' tenet Cōe
Cervisarium infra p̄cina' vis' Franc'
Pleg' p̄dia'.

Item present' qđ G. C. habitat in quo-
dā Cotagio erect' super Vastum Domini.

Item present' unum Cotagium in
possessione W. P. fore Cotagium erect'
super Vast' Domini infra quadraginta An-

noſt' ult' elaps' abſq' quatuor acris terre eidem Cotagio annex'.

Item preſent' unum Cotagium in poſſeſſione W. D. ſcpe Cotagium erect' ſuper Baſt' Domini.

Item preſent' unum Cotagium in occupatione S. M. vid' ſcpe Cotag' de Antiquo erect' ſuper Baſt. Domini.

Item preſent' unum Cotagium in occupatione cujuſdam J. C. ſcpe nuper erect' per quendam F'olozum Webb ſup Baſt' Domini Acetiam qđ predictus J. C. cum ſepe inclus' quandam parcelle baſt' Domini.

Item preſent' unum Cotagium in poſſeſſione W. S. ſcpe Cotagium nup erect' ſup quandam peciam terre que ab Antiquo fuit capt' extra baſt' Domini.

Item preſent' quoddam Cotagium nup erect' ſuper altam Viam ducend' a Brookſtreet, uſq' colam de W. in quo quidam J. C. habitat infra p'ecina' hujus lete.

Item Jur' preſent' qđ A. W. vid' nuper inclus' quandam peciam Baſt' Domini p'pe Wealside Common, & ſuperinde ordi-
nant qđ ſi ipſa non diruet Cauſur' p'edictam in fraud' Monſem p'or' ſequend' foriſfaciet Domino hujus Manerii quinq' ſolidi.

Item Jur' preſent' G. L. (qui Inhabitat infra p'ecina' hujus viſus Franc-Pleg) permiſit quendam C. F. cum familia ſua cohabitare ſecum in domo ſua p'opđ ut Inmar' per ſpactum ſex Menſid' ult' p'eterit' contra formam Statuti unde foriſfecit Domino p' qualibet Menſe

se decem solidos que atting in toto sexagint' solidos.

Item Jur' present' qđ M. I. bid' inclus' unam peciam Vassi Domini ppe Wealdside Common & superinde ordinant' quod si ipsa non diruet Clausur' predictam infra unum Mensem pr' sequend' sōrisfaciet Domino hujus Manerii quinqz solidos.

Item Jur' present' quod R. G. inclus' peciam Vassi Domini ppe Wealdside Common, & superinde ordinant' quod si ipse non diruet Clausuram predictam infra unum Mensem pr' sequend' sōrisfaciet Domino quinqz solidos.

Item Jur' present' quod citra ultimam Curiam & ante hanc Cur' A. S. nuper una Customariorum tenend' hujus Manerii obiit seit' de uno Custom' Cesto & sex acris terre eidem spectand' Et quod A. S. est ejus ppor' Heres.

Item quilibet tenend' Customar' hujus Manerii qui non comperuit ad hanc Cur' affozatur per Juratores predictos ad sex denarios Et quilibet restans infra pzinat' Vilus Franc-Pleg qui non comperuit ad hanc Cur' affozatur p eodē Jur' ad sex denarios.

Modo de Cur' Baronis.

Sursumred-
dit. W. C.
a l' use de lui
mesme per
vic.

Ad hanc Cur' W. C. unus Custod
tenens hujus Manerii sursumredd
in manus Domini per acceptatōem Se-
nescalli pzed totum illud Messuag' vocat'
Bromans unacum Horreis Stabulis Do-
mibus Extra-domibus Edificiis Atriis
Gardinis Portis Posterioribus (Angl'
Backsides) Aetiam peciam pziati ppor'
eidem adjungen' continen' per estimati-
onem tres acras sive plus sive minus
unum Campum vocat' Homefield jaced
prope Hatch simulcum uno at' Campo
eidem ppor' adjungen' Aetiam tot' illa
peciam terre vocat' Armans Land cum
pertin' Qui quidem tres ult' Campi in-
simul continent per estimationem decem
& septem acras terre cum pertin' jaced
inter terras W. S. Militis Domini
Manerii pzediat & parcum ibidem &
abuttan' super terras dicti W. C. vocat'
Gaddins Ad opus & usum dicti W. C.
pro termino vite sue remanere inde poss
ejus decessum Ad opus & usum J. C.
Filiu pzediat W. C. Hered' & Aliqd su-
orum imperpetuum Super quo Dominus
ad hanc Curiam ad humilem petitionem
ipsozum W. & J. reconcessit testia pze-
dicta cum pertin' Vend' & tenend' eidem
W. & Aliqd suis ad voluntatem Do-
mini secundum consuetudinem Manerii
pzediat' pro termino vite sue Remanere
inde

inde post ejus decessum prefat' J. Hered
& Aliqd suis imperpetuum ad volunta-
tem Domini secundum consuetud' Maner-
ii predicti per reddit' & servic' inde prius
debit' & de jure consuet' Et predictus
J. C. dat Domino de Fine, &c. Et ad-
missus est inde tenens ad remanere pre-
dict' Sed fidelit' ejusdem J. respectatur
quousq; &c.

Ad hanc Curiam Jur' present' super ^{Sacram'}
sacram' A. P. hic in Cur' prestit' quod ^{A. P.}
S. B. unus Customar' Tened hujus
Manerii solvit predicto A. P. trescent' &
novem libras super vicesimum tertium
diem J. ult' preterit' secundum Condi-
tional' sursumreddi in Rotulo Cur' ult' hic
tenu' pro hoc Manerio, &c.

Ad hanc Cur' S. B. unus Custond te- ^{Sursum: ed-}
ned hujus Manerii sursumreddi in ma- ^{dit' Condi-}
nus Domini Manerii predict' per manus ^{tional'.}
& acceptationem Benescalli Cur' pdice
unum Messuagium sive tenitum cum di-
mid virgat' terre Customar' & Periotab'
vocat' Godfreys & unum Croft' terre
vocat' Great Swains continet' quinque
acras Ac tresdecim acras terre vocat'
Tings Customar' & Periotabil' Et un'
Hoppete continet' circa unam rodam ter-
re parcelle terre vocat' Scarlets Ac unam
parcelle terre continet' per estimationem
tres acras & dimid unius acr' Custo-
mar' Periotabil' parcelle cujusdam teniti
vocat' Sabernes Ad opus & usum R. G.
de London' Generosi Heredi & Aliqd
H h 3 suos

suod imperpetuum Proviso semper & sub
 hac tamen Conditione quod si p^r h. B.
 Hered' Executor' Administrat' Ave Magn'
 sui solvant seu solvi fac' eidem p. B.
 Executor' Administratoz' Ave Magn' suis
 plenam & integram summam trescentar'
 quadragint' triu librar' & duodec' soli-
 dozum super vicessimu tertium diem
 Aprilis p^rox' sequen' Ad domum man-
 sionalem T. H. situat' in Charter-house-
 yard in Com' Midd' quod tunc cursum-
 redd' p^rdicta foret vacua & nullius vigo-
 ris aliter remaneret in plenis vi vigore &
 effectui, &c.

Admissio
 H. P. ad
 Reversio-
 nem de
 Lamb's
 Cross,

Cum ad Cur' Wil. Franc. Pleg Domini
 Regis cum Cur' Baronis M. B. Mil-
 tis Domini Manerii p^rdicti ibidem tene'
 die Martis in septimana Pasche existen'
 duodecim die Aprilis Anno Regni Dom.
 &c. coram W. B. Arm' Senescallo ibide'
 ven' G. C. unus Custum tene' Manerii
 p^rdicti in p^ropia persona sua & in apert'
 Cur' sursumredd' in manus Domini Ma-
 nerii p^rdicti per manus d^rci Senescalli
 per virgam Tot' ill' jus titulum & re-
 versionem sua de & in uno Custum Mel-
 suag' sive tenes & decem acris terre vo-
 cat' Lamb's Cross cum Omnibus Hoxeis
 Stabulis Ediciis & Gardinis Pomar'
 & p^rtiis quibuscunq' ad inde spectan' &
 p^rtiis nunc in tenura J. C. vidue Ma-
 tris p^rdicti G. quando accider' post
 mortem d^rce J. Ad opus H. P. Hered'
 & Magn' suod imperpetuum Sub hac
 tamen Conditione quod si p^rdictus G.
 Hered'

Heredi Executoribus & Assignis suis aut aliis
 quis eorum solvant seu solvi faciat prefatus
 H. Executoribus Administratores sive
 Assignis suis Centum quinquaginta libras
 quatuordecim solidos & tres denarios lega-
 tis manere Anglie modo & forma sequenda
 videlicet septem libras tresdecim solidos
 & sex denarios inde super tertium deci-
 mum diem Aprilis qui foret Anno Domini
 Millesimo sexcento sexagesimo quarto &
 consulem summam septem librarum tresde-
 cim solidorum & sex denario parcelle
 inde super quartumdecimum diem Aprilis
 qui foret in Anno Domini Millesimo
 sexcentesimo sexagesimo sexto Et summam
 Centum triginta quinque librarum septem
 solidos & trium denarios restam inde super
 quintumdecimum diem Aprilis qui foret
 in Anno Domini Millesimo sexcento sexagesimo
 septimo ad domum mansionalem H. P. situatam
 in Shoreditch in Comitatu Middese tunc
 sursumreddum predictam foret nullius effectus
 modo ad hanc Curiam veniens predictam
 H. Et (pro eo quod Condicio predicta non est
 perforata per eundem G.) humilissime petat de
 Domino admitti tenendum ad reversionem
 predictam tenentem cum pertinentiis Cui Dominus
 per Beneschallum concessit inde seisinam per
 virgam vendit & tenendum predictam reversionem
 tenentem cum pertinentiis eidem H. Heredi-
 bus & Assignis suis imperpetuum post mortem
 predictam J. C. Ad voluntatem Domini
 secundum consuetudinem Manerii predicti
 per redditum & servicium inde prius debita
 & de jure consueverunt Et dat. Do-

mino de fine, &c. Et admissus est inde tenens, &c.

Sursumred-
dit' H. P.
ad usum
test'i.

Postea seden' Cur' predictus H. P. sursumredd' in manus Domini predictam reversionem ten'coꝝ predictoꝝ cum p'tin' Ad opus & usum ultime voluntatis sue Et ad opus & usum talium personarum & tal' Stat' qual' p' p'dicta' ultimā voluntate sua limitat' erint sbe appunctuat' forent, &c.

Admissio
J. A. ex
Sursum-
redd' R. A.

Cum R. A. unus Customariorum tenen' hujus Manerii nuper sursumredd' in manus Dñi hujus Manerii unum testium vocat' Brewers Ac tres actas terre Custom' ac unum al' Custom' Cotag cum p'tin' Ad opus & usum J. A. & cujusdam T. A. (qui quidem T. A. modis mortuus est) Hered' & Assign' suorum imperpetuum In fiduc' & confident' ac pro usu S. M. Hroz' A. M. Sub Conditione quod predictus R. A. Hered' Executors & Administ'r' ejus solber' p'fatar' S. Centum & sex libras super decimum octavum Diem Aprilis qui foret in Anno Dñi Millimo sexcentesimo sexagesimo septimo quod tunc sursumredd' p'dicta' foret vacua aliter staret in plenis vi roboꝝe Modo ad hanc Cur' ven' p'dicta' J. A. (qui p'fatar' T. A. superduxit) Et pro eo quod Condicio p'dicta' non est p'format' per eundem R. sed devenit fraca' humillime pet' de Domino admitti tenen' ad testa p'dicta' cum p'tin' in fiduc' confident' & pro usu p'dictae S. M. Hered' & Assign' suoz' imp'petuum

petuum Cui Dñus per Benescallum concessit inde Seisina per virga Hend & tenend eidem J. M. Heredibus & Assignis suis imperpetuum Ad voluntatem Domini secundum consuetudinem Manerii predicti per redditus & servicium inde prius debitis & de jure consuetis in fiduciam & confidentiam & pro usu predicti S. M. Heredi & Assignis Insuper Et dat Dño de fine, &c. admissus est inde tenens & fecit fidelitatem, &c.

Ad hanc Curiam Juris presentis quod A. S. ^{Admissio}
 Hroz p. S. nuper una Customarum tenens ^{J. S. post}
 hujus Manerii Que tenuit sibi & Heredi ^{obit. A. S.}
 suis de Domino hujus Manerii unam
 Customarum Messuagium & decem & octo acras
 terre sive plus sive minus unde duo
 Crofta continent quinque acras vocat' Harts
 unum Croft' vocat' Molten-croft continet
 duas acras unam rodam terre jacentem in
 Howage unum Croft' vocat' le Ridden continet
 sex acras unum al' Croft' vocat' Bulver-
 House Croft' continet tres acras & unum
 pratum jacentem prope le Ridden continet sex
 acras citra ult' Curiam & Ante hanc Curiam
 obiit inde se'it' Et quod J. S. est ejus
 Filius & proxor' Heres & Etatis decem &
 novem Annorum vel eo circiter Qui quidam
 J. S. presens hic in Curia humilissime pet' se admitti Tenens ad testamta
 predicta cum perritum Cui Dominus per
 Benescallum suum concessit inde Seisina
 nam per virga Hend & tenens eidem
 J. S. Heredibus & Assignis suis imperpetuum
 ad voluntatem Domini secundum
 consuetudinem Manerii predicti Et dat Do-
 mino

mino de Fine put patet, &c. Et admissus est inde tenens sed fidelitas respectuatus quousq, &c.

R. S. Guar-
dia.

Postea ad hanc Curiam sedens Curia Dominus ad petitionem predicti J. S. concecit prefat' P. Patri suo Custod tam corporis predicti J. quam ten'orū predictoꝝ quousque predictus J. ad plenam etatem viginti & unius Annoꝝum pervenerit Et inde adtunc reddere Computū, &c.

Exam' per me J. S. Senescall'.

Maner'

Maner' } ff. Visus Franc' Pleg' cum Curia
de B. --- } Baronis W. B. Arm' Domini Ma-
 nerii predict' ibidem Tent' co-
 ram, &c.

Esson' ff. R. S. Gen' W. H. M. H. vid. Qui-
 libet eorum Essoniatur de co'i Esson'.

A. B. Mil' 6d. T. C. Gen' 6d. & al', &c. Defaltorez.
 Quilib' eorum quia non comperuit ad hanc
 Cur' ad faciend' sectam Cur' americiatur ad
 sex denar' prout patet super eorum separal'
 Capitibus.

Homag' {	[T. G. Gen']	} Jur'	{	[G. G. Gen']	} Jur'
	[T. J. Gen']			[D. C.]	
	[P. G. Gen.]			[T. W.]	
	[A. T.]			[G. R.]	
	[T. D.]			[H. P.]	
	[J. V.]			[&]	
	[J. S.]			[J. T.]	

Ad hanc Curiam S. B. Gen' unus ^{Sursum:} Customarior' Tenen' hujus Mane- ^{redd' S. B.}
 ri' sursumreddit' in manus Dñi Mane- ^{ad usum}
 ri' predicti per manus & acceptationem ^{R. A.}
 Beneschale Curia pda' tot' illud Custo-
 mar' Messuagium sive Tentum ac dimid'
 virgat' terre Customar' & Heriotabil' voc'
 Godfreys & un' Croft' terre vocat' Great
 Swains continen' quinque acr' & tresdecim
 acras

accras vocat' Tings Customar' & Heriotabil' & un' Hoppett' continend' unam Roda terre parcelle terre vocat' Scarlets Ad opus & usum R. M. Civis & Mercatoris scissoris London' Hered' & Assign' suorum imperpetuum Super quo predia' R. M. presens hic in Cur' humillime petit se admitti tenend' ad tenita predia' cum pertin' Cui Dominus per Senescallum concessit & liberabit inde seisinam per virgam Hend' & Tenend' tenita predia' cum pertin' eidem R. M. Heredib' & Assign' suis imperpetuum Ad voluntatem Dñi secundi conjugis Manerit predia' Et dat Dño de fine, &c. admissus est inde tenens Et fecit fidelitatem, &c.

Performa-
tio Condi-
tional' sur-
sumredd'.

Ad hanc Cur' Jur' plent' super sacra quod pdia' S. B. solvit summam Crescentar' quadraginti trium librar' & duodecim solidor' R. M. super decimū diem Aprilis in plenam exonerationem conditional' sursumredd' fact' ad ult' Cur' hic tenent' duodecima die Octobris Anno Reg' dicti Dñi Regis nunc vicesimo.

Sursum-
redd' R. A.
ad usum
tenent'.

postea sedend' Cur' predia' R. M. sursumredd' omnia & singula tenita predia' cum pertin' in manus Dñi Manerii pdia' per manus & acceptationem Senescalli predia' per virgam Ad opus & usum ult' voluntatis sue & talium personar' & tal' stat' qual' p ult' voluntate sua forent limitat' & appunctuat', &c.

Ad hanc Cur' S. B. Gen' und Cus-
 mar' tenend hujus Manerii solvit Dñs
 Manerii quadragint' solid' p sine p ea
 quod ipse idem S. succidit quandam
 parcelle ligni ad valenc' quadragint' so-
 lidoz & non amplius cresced sup quod-
 dam Customar' testum in tenura R. R.
 Et idem lignum abinde asportabit &
 combussit super quoddam aē testum ip-
 sus S. vocat' Pottals jacent' infra maner-
 rium p̄dicta' contra consuet' hujus Ma-
 nerii, &c.

Finis S. B.
 pro succissi-
 one ligni.

Ad hanc Cur' Jur' plent' quod C. L.
 vid' nuper und Customar' tenend hujus
 Manerii qui tenuit sibi de Dñs Manerii
 p virga p termino vite sue duo Customar'
 Messuag sibe testia & decem & octo acras
 terre cum pertin' remanere inde post ejus
 decess' liberis suis quos heret' tempore
 mortis sue equalit' inter eos dividend'
 post' ult' Cur' & ante hanc Curia obiit
 Et qđ ipsa tempore mortis sue reliquit
 quatuor' liberos videlicet C. S. uxorem
 W. S. M. A. uxorem J. A. G. R. &
 T. S. uxorem J. S. Super qđ p̄dicta'
 C. S. uxorem W. S. ven' cum viro suo
 p̄dicta' Et humillime pet' se admitti te-
 ned ad unam quartam partem testioz
 p̄dictoz cum pertin' in quatuor' partes
 dividend' Cui quidem C. Dñus p Henes-
 challum concessit & liberabit inde seiss-
 nam p virgam vendi & tenend sibi &
 heredib' suis imperpetuū ad voluntatē
 Dñi secund' consuet' Manerii p̄dicti p red-
 dit'

Admissio
 E. S. post
 obit' E. L.

dit' & serbie inde prius debet' & de jure
consuet' Et dat' Dñs de fine, &c. admissus
est inde tenens sed fidelitas respectat'
quousq; &c.

Admissio
A. A. post
obit'. E. L.

Ad hanc Cur' Jur' plent' qđ E. L. nup
und Customar' tenend hujus Manerii qui
tenuit sibi de Dño Manerii p virgam p
termino vite sue duo Customar' Messuag
sibe renta & decem & octo acras terre cum
ptin' Remanere inde post ejus decessum
liberis suis quos haberet tempore mortis
sue equalit' inter eos dividend' post ult'
Cur' & ante hanc Cur' obiit Et quod
ipsa tempore mortis sue reliquit quatuor
liberos videlicet E. S. Uxorē M. S.
A. A. Uxor' J. A. G. L. & L. S. Uxor'
J. S. Sup quo pdia' A. A. Uxor' pdia'
J. A. vend cum viro suo pdia' Et hu-
millime pet' se admitti tenend ad unam
tertiam partem tenon' pdiaon' cum ptin'
in tres partes dividend' Cui quidem A. A.
Dñus p Senescallum concessit & liberabit
inde seisinam p virgam vend & tenend
sibi Heredib' & Assign' suis imperpetuum
ad voluntatem Dñi secund' consuet' Ma-
nerii pdia' p reddit' & serbie inde prius
debit' & de jure consuet' Et dat' Dñs de
fine, &c. admissus est inde tenens sed fide-
lit' respectuatur quousq; &c.

Admissio
G. L. post
obit'.

Ad hanc Cur' Jur' present' qđ E. L.
bid, &c. ut antea & admissio A. S. ut
antea.

Ad hanc Cur' Jur' p'sent' qđ C. B. ^{Obit. T. B.}
 nup unus Customar' tenend' hujus Manerii & qđ. T. B.
 qui tenuit de Dño sibi & Heredib' suis ^{est ejus}
 Ad voluntatem Dñi secundum consuet' ^{Heres.}
 Maneri p'dicti ud Customar' tenentum &
 sexdecim acras terre cum pertin' citra
 ultimam Cur' & ante hanc Cur' obiit
 inde scđit' Et qđ C. B. est ejus filius &
 p'r Heres Qui licet primo solempnit' exat'
 ad veniend' in Cur' & admitti tenend' non
 ven' sed defalt' fac' Ideo prima Procla-
 matio fac' fuit qđ si p'dictus C. B. filius
 non veniret in Cur' admitti tenend' ad
 ten'ta p'dicta cum pertin' Dñus ten'ta p're-
 dicta cum pertin' seiret in manus suas
 p'p', &c.

A. A. Electus & Jurat' fuit Constabu-
 lar' p' Anno sequend'.

A. S. } Electi sunt Conserbatores bolci
 &
 R. W. } p' Anno sequend'.

Cōis Finis est 17 d. qui solbuntur Dño
 per Pomañ in Cur'.

Ad hanc Curiam Jur' p'sent' qđ citra
 ultimam Curiam & ante hanc Curiam
 scilicet vicesimo secunda die Octobris ult'
 p'terit' C. B. unus Customar' tenend' hu-
 jus Manerii sursumreddit' in manus Dñi
 Manerii p'dicti per manus & acceptationem
 W. D. loco Ballivi Dñi in p'sentia G. R.
 & J. C. duoz Customar' tenend' hujus
 Manerit

Manerii tot' illud Customar' Messuag' Ave tenementum vocat' Ave cogn' per nomen de Wiggle Ave alio nōie Ave nomib' quibuscunq' cum omnib' Extradomib' Edificiis Porreis Stabulis Acriis Portis Gardinis & sexdecim Acriis terre Customar' plus Ave minus cum omnibus & singulis eorū pertin' prout sunt actual' jacent & existē in h. modo in occupatione W. C. Ave Magn' suorū Ad opus & usum M. H. de F. in dicto Com' Essex' vid' Hered' & Magn' suorū imperpetuū Proviso tamen & sup' Conditione qd' si p'dictus C. B. Heredes Executores Administratores Ave Magn' sui bene & veraciter solvant seu solvi causabunt prefat' M. H. Executorib' Administratorib' vel Magn' suis plenam summam ducentarū & decem librarū bone & legalis monete Anglie ante vel super vicesimum tertium diem Octobris qui erit in Anno Dni Millesimo Sexcentesimo Sexagesimo nono ad domum mansionalem p'dict' M. H. actual' in F. supradict' qd' tunc sursumredd' p'dict' foret vacua & nullius effectus aliter reman' in plen' vi roborē & effectū.

Several Forms of Recoveries in a Court-Baron.

AD hanc Cur' venit E. C. Sed in p^a A Recovery of Copyhold-Lands on a Disseisin.
 p^a persona sua & in aperta Cur' querit' vers' B. C. p^aens hic in Cur' de p^alito Terre viz. de uno Mess' vocat', &c.
 he non quadragint' acris Terre 20 acr' p^aati & 30 acr' pastur' cum pertin' in, The Plaintiff.
 &c. infra Jurisdiction' hujus Cur' & fecit &c.
 p^atestationem p^alegui Querelam suam in Curia ista in forma & natura Brevis Domⁱ Regⁱ de ingressu sup' Disseisinam in se post ad Com^{it} Legem sedm^o Cons^u Man^u p^adia^m Process.
 Et inveni p^aleg de p^aleguend' Querelam suam p^adia^m videlicet J. D. & R. R. & petit p^acess^u inde ei fieri sedm^o Cons^u Man^u p^adia^m Appearance.
 vers' p^afat' B. C. dirigend' retorn^u, &c. & ei conceditur Et idm^o B. C. p^aens hic in ista ead^em Cur' gratis comperuit ad p^ala^m 1st Count.
 cit' p^adia^m Et super hoc p^adia^m E. C. in p^aprop^a persona sua petit vers' p^afat' B. C.
 Tenementa p^adia^m cum pertin' in, &c. p^adia^m infra Jurisd^{ic} hujus Cur' ut Jus & hereditat' suam sedm^o consuet^u Man^u p^adia^m & in quibus idm^o B. C. non habet ingress^u nisi post disseisinam quam J. R. inde injuste & sine Judicio p^afat' E. C. infra trigint' Annos jam ul^l elaps^u fecit

1st Vouch-
er to War-
ranty.

2d Count.

2d Vouch-
er.

3d Count.

2d Vouches
pleads.

cit & unde dicit quod ipsemet fuit seisi-
de Tenentis p̄dia' cum p̄tin in Dñico suo
ut de Feodo & Jure temp' pacis tempore
Dom nup Reg Willi, &c. & Dom
Regin nunc capiend inde exple's ad va-
lene, &c. in quibus, &c. Et inde pduc
Secam, &c. Et super hoc p̄dia' G. C.
in pp' persona sua ven & defend Jus
suum quando, &c. & vocat inde ad War-
rant' C. C. qui p̄sent hic in Cur' gratis
Tenet p̄dia' cum p̄tin ei Warrant'
Et super hoc p̄dia' C. C. petit vers p̄-
fat' C. C. Tenent' p Warrant' suam Ten-
ta p̄dia' cum p̄tin in forma p̄dia' &
unde dicit qd ipsemet fuit seisi' de Tenentis
p̄dia' cum p̄tin in Dñico suo ut de Feo-
do & Jure ad volunt' Dñi sedm Cons
Manerit p̄dia' temp' pacis temp' Dom
Reg nunc capiend inde exple's ad valene,
&c. & in quibus, &c. & inde pduc Seca,
&c. Et super hoc p̄dia' C. C. Tenens p
Warr' suam ven & defend Jus suum
quando, &c. & ulterius vocat inde ad
Warr' Tenet p̄dia' cum p̄tin R. D. qui
scilicet p̄sens est hic in Cur' in pp' p̄-
sona sua & gratis Tenet p̄dia' cum p̄-
tin ei Warrantizat Et super hoc p̄-
dia' C. C. petit vers p̄fat' R. D. Te-
nen' per Warr' suam, &c. (as in the 2d
Count) Et super hoc p̄dia' R. D. Tenens
per Warr' suam p̄dia' in pp' p̄sona sua
venit hic in ista eadm Cur' & defendit
Jus suum quando, &c. & dicit quod p̄-
dia' J. R. non disseisibit p̄dia' C. C. de
Tenentis p̄dia' cum p̄tin put idm C. C.
p Breve & Narracōnem suam p̄d' superius
supponit

supponit & de hoc ponit se super Roma-
 gium Cur' Manerii p̄dia' Et p̄dia' C. Deman-
 T. pet' Licenc' inde interloquendi hic ut. dant im-
 que ad horam secundam post Merid' ejus- para.
 dem Diei & ei conceditur, &c. & eadem
 hora dat' est p̄dia' H. D. hic, &c. Et
 postea scit ad p̄dia' horam secundam post
 Merid' ejusdem Diei idem C. T. revenit
 hic in Cur' in prop' persona sua & p̄dia'
 H. D. licet solempnit' exa' non revenit 2d Vouches
 sed in Cur' contempt' recessit & default' se. makes De-
 cit Ideo secundum consuet' Man' p̄dia' fault.
 considerat' est per Cur' hic quod p̄dia' C.
 T. recuperet seisinam suam vers' p̄fat' C. Judgment
 T. de Tentis p̄dia' cum pertin' habendi that the
 & Tenendi eidem C. T. & Hered' suis ad Plaintiff
 volunt' Und' secundum Cons' Manerii p̄dia' shall reco-
 quiet' de p̄dia' C. T. & Heredibus suis ver.
 imperpetuum Et qd' idem C. T. habeat
 de Terris p̄fat' C. T. ad valenc', &c. in-
 fra, &c. Et quod idem C. T. ulterius
 habeat de Terris p̄dia' H. D. ad va-
 lenc', &c. infra, &c. & quod idem H. D. Haberi
 sit in misericordia, &c. Et super hoc pre- facias seisi-
 dia' C. T. petit precept' ministro Cur' na', pray'd,
 Maner' p̄dia' dirigend' de Hab' fac' ei 'awarded,
 plenar' seisinam de & in Tenementis pre- and exe-
 dia' cum ptin' & ei conceditur recognabile cuted.
 hic indilate, &c. Et postea scit ista ead-
 dem die venit hic in Cur' ministr' Cur'
 p̄dia' viz. H. D. Ballivus ibm & recogno-
 nat Precept' p̄dia' sibi inde direct' in
 omnibus servituri & in forma Juris exe-
 cut' vidit quod ipse virtute precepti pre-
 dia' isto eodem die habendi fecit dicto C.
 T. plena' seisinam de & in Tenementis
 p̄dia'

The Reco-
veror ad-
mitted.

Surrender
of the Re-
coveree &
Vouches.

dia' cum pertin' ac recuperat' put ei su-
pius Mandat' fuit Et super hoc modo
ad istam eandem Cur' venit p'fat' E.
C. in pp' persona sua & humiliter petit
se admitti ad p'missa p'edia' cum per-
tin' sedm' formam & effect' recuperationis
p'd' Et Dominus Manerii p'dict' in plena
Executione Recuperationis p'dicta' & sedm'
cons' Maner' p'd' p' Beneschall suum p-
dia' concessit ei inde seisinam p' virgam
Habens & Tenens omnia & Angula p-
missa p'dicta' cum pertin' p'fat' E. C. Here-
ditibus & Magn' suis de Dom' p' vtr'q' ad
volunt' Dom' secundum consuet' Man' p-
dia' per reddit' servic' & consuetud' inde
p'ius debet' & de Jure consuet' deditque
Dño de Fine, &c. Et admissus est inde
Tenens fecitq' Dño fidelitatem Et postea
scit ad eandem Cur' vener' p'dict' B. C.
C. C. & H. D. in pp'is personis suis
& hic in aperta Curia sursumredd' per
virg' in Man' Dñi Man' p'edia' p' Man'
Beneschalli sui omnia & Angula p'missa
p'edia' cum pertin' ad opus & usum
dict' E. C. Hered' & Magn' suor' imper-
petuum & ulterius p' se Hereditibus Exe-
cutoribus & Administratoribus suis &
eor' quolibet separatim & respecti-
plene libere & absolute remiser' relaxa-
ver' & imperpetuum quiete clamaver'
p'fato E. C. in plena & pacifica Pos-
sessione & seisina sua existen' Hereditibus
& Magn' suis coram Jus Stat' Titulum
Interesse Clam' & Demand' sua quecumq'
ipso' p'fat' B. C. C. C. & H. D. & eor'
cujuslibet de in vel ad p'missa p'dicta' cum
pertin' vel aliquam ptem sbe pcellam in-

de necnon omnes & omnimodas Errorem
 & Errores Canlam & Causas Erroris &
 Errorum Misprisiones Defectus & Erronicos
 processus quoscunque & qualitercunque habit'
 cordis omits' pmiss' seu ppetrat' in Cur-
 rel' Pht' Process' Iudicio & Executione Surrender
 supradia' vel eorū aliquo Et postea pdia' of the Re-
 C. C. ad istam eandem Cur' venit in p- coveror to
 p' p' persona sua & in apta Cur' sursumredd' Utes.
 in manus Dñi Manerii pdia' p Man-
 dicti Beneschalli p virg' sedm' consuet'
 Man' pdia' omnia & singula pmissa p-
 dia' cum ptiū sicut in forma pdia' recu-
 par' ad opus & usum C. C. pdia' & D.
 H. quam die C. C. (Deo dante) ducet
 in uxorem p & durant' vit' eorū & al-
 terius eorū diutius viden' & Herebibus
 de corpore dicti C. de corpore dicte D. H.
 legitime pcreant' & p defectu talis exitus
 remanere inde pdia' C. C. & heredibus
 suis imppetuū Qui quidem C. C. & D.
 H. p'sentes hic in Cur' humiliter petunt
 se admitti ad pmissa pdia' cum ptiū
 sedm' formam & effectum sursumredditi-
 nis pdia' p Beneschallū suum pdia' qui
 quidem Beneschallus pdia' concessit & li- Admission
 berabit eis inde seissnam per virgam Pa- thereupon.
 bend' & Tenend' p'fat' C. C. & D. H. p &
 durant' vita eorū & alterius eorū diutius
 viden' & heredibus de corpore pdia' C.
 C. de corpore dicte D. H. legitime pcre-
 ant' Et p defectu talis exitus remanere
 inde pdia' C. C. & Hered' suis impe-
 tuum de Dño p virg' ad volunt' Dñi
 sedm' consuet' Manerii pdia' p redd' ser-
 vic' & consuetud' inde prius debet' & de
 I i 3 jure

jure consuet' Et dant Dñs de Fine, &c.
 & admittunt inde Tenentes fecerunt
 que Dñs fidelitatem.

Another
 Recovery
 on a Dis-
 seisin.

Plaint.

Process.

Appear-
 ance per
 Guardian.

1st Count.

1st Voucher.

ET postea sedente eadē Curia venit
 W. B. in pp̄ persona sua & queritur
 vers' C. D. p̄sentem hic in Cur' de
 p̄lito Terr' viz. de uno Messuag, &c.
 cum pertinē in, &c. infra Jurisd̄ hujus
 Cur' & fecit p̄testationem p̄sequi Quere-
 lam suam in Cur' ista in forma & na-
 tura h̄ebis Dñe Rēg de ingressu super
 Disseisinam in le post ad Com̄ Regem
 sedm̄ cons' M̄an p̄dia' & invenit Pleg
 de p̄sequendū querel' suam p̄ viz. J. D.
 & R. R. & petit p̄cessum inde fieri sedm̄
 cons' M̄an p̄dia' vers' p̄lat' C. dirigendū
 retornat' &c. Et ei conceditur, &c. Sed
 idem C. p̄sens in ista Cur' per J. I.
 Guardianū suum gratis comperuit ad
 querelam p̄dia' Et super hoc p̄dia' W.
 B. in pp̄ persona sua petit vers' p̄lat'
 C. D. Cēnta p̄dia' cum pertinē in, &c. p̄-
 dia' infra Jurisd̄ionem hujus Cur' ut
 Jus & hereditat' suam sedm̄ consuet'
 M̄an p̄dia' Et in que idm̄ C. non habet
 ingressum nisi post Disseisinam quam p̄
 J. P. inde injuste & sine judicio p̄fat'
 C. infra 30 annos jam ult' elaps' fact'
 fuit & unde dicit qđ ipsemet fuit seisi-
 tus de Cēntis p̄dia' cum pertinē in
 Dñico suo ut de Feodo & jure sedm̄ con-
 suet' M̄an p̄dia' temp' pacis temp' Dñe
 Rēg nunc capiendū inde expleg' ad valenc'
 &c. & in que, &c. Et inde produc' sec, &c.
 Et

Et super hoc predicta' T. D. per Guar-
 dianum suum predicta' venit & defendit Jus
 suum quando, &c. & vocat inde ad War-
 rantizandum B. I. qui presens hic in Cur'
 in prop^a persona sua gratis predicta
 Tenementa cum pertin^{da} ei warranti-
 zat', &c. Et super hoc predicta' W. B. ^{2d Count.}
 petit vers^{us} prefat' B. I. Tenentem
 per warrantiam suam Tenita predicta'
 cum pertin^{da} in forma predicta' Et unde
 dicit quod ipsemet fuit seignior de Teni-
 tis predicta' cum pertin^{da} in Duico suo ut
 de Feodo de Jure sedm^{us} consuet^{udine} Man^{us}
 predicta' tempore pacis tempore Domⁱⁿⁱ Reg^{is}
 nunc capiendo, &c. (as the 1st Count) Et
 super hoc predicta' B. I. Tenens per ^{2d Voucher.}
 warrant^{um} suam venit & defendit Jus
 suu^m quando, &c. & ulterius inde vocat
 ad warrantizandum S. I. qui similiter p^{re}-
 sens est hic in Cur' in prop^a psona sua &
 gratis predicta' Tenita cum pertin^{da} ei war-
 rantizat', &c. Et super hoc predicta' W.
 B. petit vers^{us} prefat' S. I. Tenentem ^{3d Count.}
 p warrantiam suam predictam Tenita p^{re}-
 dicta', &c. (as the 2d Count) Et sup hoc
 predicta' S. I. Tenens p warrant^{um} suam ^{2d Voucher}
 predicta' in prop^a psona sua venit & de- ^{pleads.}
 fendit Jus suum quando, &c. & dicit p^{ro}
 predicta' J. N. non dissei^{der}abit predicta' W.
 B. de Tenementis predicta' cum p^{er}tin^{da} p^{er}ut
 idem W. B. p Breve & Barr^{um} sua p^{re}di-
 cti^{us} supponitur & de hoc ponit se sup
 p^{re}dictam Et predicta' W. B. petit Licenc^{iam}
 inde interloquendi usq^{ue} ad horam primam ^{Demandant}
 post Merid^{iem} istius Diei & ei conceditur, ^{imparls.}

Vouchee's
Default.

Judgment,
&c.

Surrender
of the
Vouchees
to the Use
of the Re-
coveror.

The Reco-
veror sur-
renders to
the Use of
the Reco-
verer.

Et. & eadmd hoza dat' est eidem S. I.
Et postea scit ad hozam p̄tiam post
Meridiem ejusdem Diei idem W. B.
venit hic in Cur' in pp̄ persona sua
Et p̄dict' S. I. licet solempniter exat'
non revenit sed in contempt' Curie recepit
& default' fecit Ideo sedm̄ consuet' Ma-
ner' p̄dict' considerat' est per Cur' hic
Quod p̄dict' W. B. recuperet, &c. (as the
Judgment in the foregoing Recovery, *Muta-
tis mutand'* and the like, *Haberi fac' seisinam*
prayed, awarded and executed; and the like
Admission of W. B. the Recoveror). Et
postea venerunt p̄dict' G. J. & S. I. in
pp̄ p̄sonis suis & in plena Cur' sursum-
redd' in manus Dñi Manerit p̄dict' per
Man' dia' Seneschal p virg sedm̄ cons'
Man' p̄dict' Centa p̄dict' cum pertin' ad
opus & usum p̄dict' W. B. Hered' &
Aliqn̄ suoz imperpetuum & quiet' clam̄
p̄dict' W. B. in sua plena & pacifica pos-
sessione & seisina existente & Hered' suis
totum jus statum titulu' Clameum &
Demand' sua quecunque que unquam ha-
buerunt habent seu quovismodo in futur'
habere poterint de & in Tenementis p̄dict'
aut de & in aliqua inde parte vel par-
cella necnon omnes & omnimodas Er-
rores Misprisiones & Acciones quales-
cunque.

Et postea p̄dict' W. B. venit in pp̄
p̄sona sua & in apta Curia sursumred-
dit' in manus Dñi Manerit p̄dict'
per man' diai Seneschalli per vir-
gam sedm̄ consuet' Manerit p̄dict' Ce-
neta p̄dict' cum pertin' ac ut in forma
p̄

pñ recuperat' & totum jus Statum Ci-
 tati Clameum & Demand sua quecun-
 que ad inde ad opus & usum dicti C.
 W. & Hered' & Assign' imperpetuum qui
 quidem C. pñs hic in Cur' humiliter
 petit se admitti ad pñmissa pñdicta' cum
 pñtine' sedm' forma' & effectum sursurrendi, Admission
 dictonis pñdicta' cui Dñs Manerii pñ- thereupon.
 dicta' p' Beneschall suu' pñdicta' conceit inde
 seissnam p' virg' habend' & Tenend' sibi &
 Heredibus suis de Dño Manerii pñdicta'
 per reddit' servic' & consuet' inde pñius
 debet' & de Jure consuet' & dat' Dño de
 fine, &c. & admissus est inde Tenens Sed
 fidelitas ejus respectuatur quousq; &c.
 (he being an Infant).

AD hanc Cur' testat' est per Homagiu' Another
 qđ A. W. unus Customar' Tenend' Recovery
 Manerii pñdicta' venit & hic in plena & by Way of
 aperta Cur' sursurredd' per virg' in Surrender
 Man' Dñd Man' pñdicta' per man' R. C. and Ad-
 Gen' Benesch sui Man' pñdicta' sedm' cons' mission, &c.
 ejusdem Man' unum Camp' vocat', &c.
 cum pertine' ad opus & usum R. W. Hered'
 & Assign' suoꝝ imppetuum Et modo ad
 eandem Cur' ven' pñdicta' R. W. in ppñ
 pñson' sua & petit se admitti ad pñmissa
 cum pertine' cui Dñs per Beneschall suu'
 pñdicta' conceit inde seissnam per virg' ha-
 bend' & Tenend' pñmissa pñdicta' cum pñin'
 eidem R. W. Hered' & Assign' suis imper-
 petuum de Dño per virg' ad volunt' Dñd
 sedm' consuet' Man' pñdicta' per annual'
 reddit', &c. fidel' Becc' Cur' & al' servic'
 inde pñius debet' & de Jure consuet' & p
 ingressu

The Plaintiff.
&c.

Process.

Appearance.

Count.

The Surrenderer
vouches to
Warrant
the Surrenderer.

ingressu suo inde dat Dñs de fine prout
patet in Margine & fecit fidelitat' & ad-
missus est inde Tenens p fine, &c. Et
postea ad hanc eandem Cur' ven' W. P.
Gen' in pp'd persona sua & querit' vers' p-
fat' R. III. de p'tito Terre, viz. de
uno Campo vocat', &c. cum pertin' p'd
& fecit prestation' ad p'sequend' querel' sua
in forma & natura Brevis Dñe Regine de
ingressu super disseisin' in le poss, &c. Et
sunt pleg' de p'oleg' querel' suam p'edict'
in forma p'ed' viz. J. D. & R. R. & per
process' superinde ei fieri vers' p'efat' R.
III. sedm' consuet' Maner' p'ed' retorn',
&c. Et ei conceditur, &c. Et super hoc
p'ed' R. III. p'elens hic in Cur' in p'op-
p'd persona sua gratis comperuit ad re-
spondend' p'efat' W. P. in plac' p'ed'
Et superinde p'ed' W. P. petit vers' p'ed'
R. W. Tenta p'ed' cum p'tin' per nomen
unius Campi voc', &c. cum pertin' infra
Jurisd' huius Cur' ut Jus & hereditat'
suum & in q' p'ed' R. W. non habet
Ingr' nisi post disseisin' quam W. P. inde
injuste & sine iudicio tec' p'efat' W. P.
infra triginta annos jam ult' elaps', &c.
Et unde dicit q'd ipsemet fuit seist' &c.
(as in the former Precedents) & inde p'roduc'
lectam, &c. Et p'ed' R. III. in p'op'd
persona ven' & defend' Jus suum quando,
&c. & voc' inde ad warrantum A. B. qui
p'elens est hic in Cur' in p'op'ia persona
sua & gratis Tenem'ta p'ed' cu' pertin'
ei warrant', &c. Et super hoc p'ed' W. P.
petit vers' ipsum A. B. Tenentem per
warrant' suam Tenem'ta p'ed' cum per-
tin' in forma p'ed', &c. Et unde dicit
q'd

qñ ipsemet seisiť fuit, &c. (as before) to
 secam, &c. Et pzed' A. B. Tenens per ^{Who}
 warrant' suam venit & defendit Jus suum ^{vouches}
 quando, &c. & ulterius voc' inde ad war- ^{another.}
 rant' R. H. qui similiter p̄sens hic in
 Cur' in pp' persona sua & gratis Testa
 pzed' cum pertin' ei warr', &c. Et super
 hoc pzed' W. P. petit vers' p̄fat' R.
 H. Tenent' per warr' suam testa pzed'
 cum pertin' in forma pzed', &c. & unde
 dicit quod ipsemet fuit seisiť, &c. (as before.
 to secam, &c.) Et pzed' R. H. Tenens ^{Who pleads}
 per warr' suam ven' & defend' Jus suu' ^{no Dissei-}
 quando, &c. & dicit quod pzed' R. H. non ^{fin.}
 disseibit pzed' W. P. de Testis pzed' ^{Plaintiff}
 prout cum pertin' prout pzed' W. P. ^{imparls.}
 per Querel' & Narr' suas pzed' superius
 supponitur Et de hoc ponit se super Ho-
 mag, &c. Et pzed' W. P. petit licenc'
 inde interloq' hic usq; ad undecimā Ho-
 ra ante Merid' hujus instantis diei, &c.
 & habet, &c. eadem hora dat' est p̄fat'
 R. H. essendi hic, &c.

Et postea scit ad hanc Cur' ad pzed' ^{Judgment}
 Hořam pzed' W. P. revenit hic in Cur' ^{per De-}
 in propria persona sua & pzed' R. H. li- ^{fault.}
 cet solempniter exat' non revenit sed in
 contempt' Cur' recessit & defalt' fecit.
 Ideo considerat' est per Cur' pzed' quod
 pzed' W. P. recuperet seisinā suam vers'
 p̄fat' R. H. de p̄missis pzed' cum per-
 tin' Et qđ pzed' R. H. habeat de Terr'
 customar' pzed' A. B. infra hoc Maner'
 ad valenc', &c. & idem R. H. in miseri-
 cord', &c. Et super hoc pzed' W. P. pe- ^{Hab' fac'}
 tit P̄cept' de habere faciend' ei plenar' ^{Seisinam.}
 seisinam

Seisin deli-
vered,

And Plain-
tiff admit-
ted.

Defen-
dant's Re-
lease to the
Plaintiff.

seisinam de Tenementis p'd' cum p'tin' mi-
nistro Cur' dirigend' & ei conceditur retor-
nabile hic indilate, &c. Et postea scit hoc
eodem die & anno, &c. ven' hic in Cur' p'd'
M. P. in pp't' p'sona sua & minister Cur'
p'd' certificat Cur' qd' ipse virtute p'cept'
p'd' sibi inde direct' d'ico die, &c. habere fe-
cit p'fat' M. P. plenar' seisin' de Tenementis
p'd' cum p'tin' put p' p'cept' p'd' sibi p'andat'
sunt cui quide' M. P. Unde ad hanc Cur'
concessit etiam seisinam p' virg de Tenentis p'd'
Habend' & tenend' p'missa p'd' cum p'tin'
eidem M. P. Hered' & Assign' suis imppet'
de D'no p' virg ad volunt' Unde sedm' cons'
M'ad p'd' p' annual' reddit', &c. fidelit'
fecit Cur' & al' servic' p'ius debet' & de Jur'
consuet' & p' ingressu suo inde dat' D'no de
sine put patet in margine & fecit fidelit' &
admissus est inde Tenens p' sine, &c.

Et postea ad eandem Cur' vener' p'd' R. M.
M. B. & M. P. & remisaver' relaxaver' &
omnino p' se & Hered' suis imppet' quiet'
clamaver' p'd' M. P. in sua p'led' & pacifica
possessione & seisinam existen' totum Jus Ci-
tut' Clam' Interesse & Demand' sua q'cun-
q' q' unquam habuer' habent seu quovis
modo in futur' habere poterint de aut in
Tenementis p'd' aut in aliqua inde parcel
ita qd' nec ipsi nec eor' aliquis nec He-
red' alicujus eor' aliquid Jus Statum
Citut' Clam' Interesse seu Demand' de
aut in Tenem' p'd' aut in aliquo inde parti'
habeant nec habere debeant in futur' sed
ad omnium occasione Juris Citut' Clam'
Jus Interesse & Demand' inde petend'
sint exclusi & quilibet eor' sit exclusus p'
p'sentes.

Et

Et postea ad eandem Cur' ven' pd' M. P. in prop' pson' sua & in plen' & ap' Cur' sursumredd' per Virg' in manus Dñi Man' pdia' p man' Seneschall' sui pd' scdm Cons' ejusd' Manerii omnia & singula premissa pdia' cum ptin' ad opus & usum pd' M. heredi & assig' suoꝝ imppetu — Et modo ad hanc Cur' ven' pdia' M. B. in prop' persona sua & petit se admitti ad Tenementa pdia' cui Dñus per Seneschall' suum pdia' concessit inde seisin' & Virg' Habendi & Tenendi Ten'ta pdia' cum ptin' eidem M. B. heredi & Assig' suis imperpet' de Dño p Virg' ad volunt' Dñi scdm Cons' Man' predia' per Annual' Redd' &c. fidel' Ser' Cur' & al' servic' inde prius debet' & de jure consuet' & pro Ingr' suo Dat' Dño de Fine prout patet, &c. & fecit fidel' & admissus est inde Tenens &c. — Et ulte, rius ad eandem Cur' venit pdia' M. B. in prop' pson' sua & in plen' & aperta Cur' sursumredd' p Virg' in Man' Dñi Manerii pdia' per Man' Senesc' sui pd' scdm Cons' ejusd' Manerii omnia & sing' Ten' pdia' cum ptin' ad opus & usum R. B. de, &c. Gen' heredi & Assig' suoꝝ imppet' — Super quo ad eand' Cur' ven' pdia' R. M. in prop' pson' sua & petit se admitti ad Ten' pdia' cum pertin' cui Dñus per Senesc' suū predia' concessit inde seisin' per Virg' Habendi & Tenendi Ten' pdia' cum ptin' eidem R. M. heredi & Assig' suis imppetu de Dño, &c. (as the Admission Supra.)

The Plaintiff surrenders to one of the Defendants.

His Admission thereupon.

His Surrender to the other Defendant.

Admission thereupon.

Another
Form in
Nature of
a Writ of
Right Pa-
tent.

Plaint, &c.

Precept to
summon
the Defen-
dant.

Defendant
appears,
&c.

The Plain-
tiff's Count
and Title.

AD hanc Cur' ven' A. B. de, &c. in
prop^a psona sua & qucritur vers'
W. B. de p^lito Terr' viz. de uno Mes-
suag' &c. cum p^lin' in, &c. Ten' de ista
Maner' per Copiam Rotulo^l Cur' istius
Manerii & fecit p^lotest' p^lequi Querel'
suam p^ldia' in forma & natura Brevis
Dñe Reg' de Recto paten' ad Com^l Le-
gem scdm Cons^l Manerii p^ldia' & in-
ven' Pleg' de p^losequens Querel' suam
p^ldia' hic in eadm Cur' scit J. D. &
R. R. & petit p^locess superinde sibi fieri
vers' p^lefat' W. B. scdm Cons^l Manerii
p^ledia' Ideo scdm Cons^l Manerii p^ldia'
Preceptu^l fuit J. S. Ballivo Manerii
p^ledia' ac Ministro Cur' illius quod
sumoneat p^ldia' W. W. ita quod sit hic
ad p^lox' Cur' Manerii p^ldia' scit Die,
&c. tenend ad Respond' p^lfat' A. B. de
placito p^ldia' & tunc quod habeat ibid'
nomina Sumonit' & hoc Precept' Et
idem Dies dat' est Petenti hic essend',
&c. Et modo scit ad hanc Cur' ven'
p^lfat' W. W. in prop^a persona sua & in
plen Cur' hic gratis se obtulit ad re-
spond' p^lfat' A. B. de p^lito p^ldia' & bon'
sum suos, scit J. D. & R. R. scdm
Cons^l Manerii p^ldia' Et super hoc modo
ad hanc Cur' p^ldia' A. B. scit in prop^a
p^lona sua ven' & petit vers' p^lfat' W. B.
Messuag', &c. p^ldia' cum p^lin' in, &c. p^l-
dia' ten' de ista Man' p^l Copiam Rotu-
lo^l Cur' illius ut Jus & hereditat' suam,
& unde dicit quod ipsemet fuit scit' de
Ten' p^ldia' cum p^ltin' in Dñico suo ut
de

De feodo & Jure scdm Cons Man' pdia'
 Temp' pacis temp' Dñe Reg' nunc ca-
 piendū inde Exples' ad valenc', &c. Et qđ The Defen-
 tale sit Jus suū offert' &c. Et pdia' dant's Bar.
 W. B. ven' & defendi Jus suū quando,
 &c. & seisinā ejus de qua seisinā, &c. ut
 de feodo & Jure, &c. & maxime de Te-
 nementis pdia' cum pertin' & totum, &c.
 Et ponit se super Homag' pdia' Dñe
 Reg' cum pdia' scdm Cons Man' pdia'
 & petit Recognitiōem fieri utrum ipse
 majus Jus habet tenendū Centā pdia'
 cum pertin' sicut ille tenet (vel) p̄dia'
 A. B. habendū p̄dia' Centā cum ptin'
 sicut ille supra petit, &c. Et p̄d' A. B. Plaintiff
 petit Licenc' inde interlog' usq; hora un- imparks.
 decimā ante meridiū ejusd' Diei & habeat,
 &c. eademq; hora dat' est p̄fat' W. B.
 hic ad essendū &c.— Et postea idem A. B. Defendant
 revenit hic in Cur' isto eodm Die ad makes De-
 p̄dia' horam in prop' persona sua & fault.
 p̄d' W. B. licet solempnit' Crac' non re-
 ven' sed in contempt' Cur' recess' & De-
 falt' fecit' Ideo scdm Consuet' Man' p̄ Judgment.
 dia' Considerat' est per Cur' qđ p̄dia'
 A. B. recuperet seisinā suā vers' pdia'
 W. B. de Cen' p̄d' cum ptin' scdm Cons
 Man' p̄dia' tenendū eidem A. B. & he-
 red' suis scdm Cons dicit Man' quiet' de
 pdia' W. B. & hered' suis imperpet' &
 idem W. B. in Wia' &c. Et modo ad ist'
 Cur' Dñus in executiōe Judicii & recu- Plaintiff
 p̄son' pdia' p̄ Benescall' suū concessit admitted.
 p̄fato A. B. de Testis p̄dia' cum ptin'
 seisin' Tenendū sibi hered' & assign' suis per
 virg' ad volun' Dñi scdm Cons Man'
 pdia'

Defendant
surrenders
and relea-
ses to the
Plaintiff
with War-
ranty.

pdia' & fecit inde Dño fin' & fidel' &
admiss' est inde Tenens — Et postea scit
ad istam eand' Cur' pdia' A. B. ad tunc
plens existens ven' & pdia' W. B. sur-
sumreddidit in Man' Dñi Cent' pdia'
cum ptin' ad opus & usum pdia' A. B.
hered' & assign' suoz imperpet' Et ulte-
rius pfat' W. B. remisit relaxabit & om-
mino pro se & hered' suis imperpet' quiet-
clam pfat' A. B. hered' & assign' suis in
sua plena & pacifica possessione & seisina
existen' Die confectio' plen' scdm Cons'
dia' Man' de & in Cen' pdia' cum ptin'
totum Jus Stat' Titul' Clam' Interests
seu Demand' sua quecumq; que unquam
habuit habet seu quovismodo in futur'
habere poterit de aut in Cen' pdia' cum
ptin' aut aliqua parcell' eozund' ita
vidit quod nec pfat' W. B. nec hered'
sui aut aliqui eoz aliquod Jus Stat'
Tit' Clam' Interesse seu Demand' de aut
in Cen' pdia' cum ptin' suis nec in aliq'
pcell' eozum de cetera exiger' clamar' seu
vendicat' poterint nec debent in futur'
sed ab omni acione Juris Tituli Cla-
mei Interesse & Demand' inde petend'
imperpet' sint exclusi & quilibet eoz ut
exclusus imperpet' per presentes Et pre-
tersa pfat' W. B. concessit pro se &
hered' suis quod ipse Warrantizat
Cen'ta pdia' cum ptin' pfat' A. B.
& heredibus suis contra omnes homines
in perpetuum.

S. J. queritur vers' **D. f. & B.** ux' ^{A. Plaintiff and Protection in Nature of a Formedon.}
 ejus de p'tito Terr' viz. de uno Messuag' ^{station in}
 duobus Cottag' &c. cum p'ccid in **D.** in ^{Formedon.}
 fra Jurisdiction hujus Cur' & fecit p'rote-
 stacione p'osequi querelam istam in forma
 & natura Brevis Dñe R. de forma Dona-
 tionis inde remanere ad Coem Regem, &
 invenit pleg' de p'sequend' querel' ill' in for-
 ma & natura p'dia', viz. **J. D. & R. R.** ^{Process}
 & petit p'cess' superinde sibi fieri scdm ^{Pray'd.}
 consuet' Man' p'dia' vers' p'dia' **D. & B.**
 uxor' ejus, &c. Ideo scdm Cons' Man' il-
 lius a tempore cujus contrax' Mem' homi-
 non existit ustat' Precept' est Subballi- ^{Precept to}
 vo Manerii p'dia' ac Ministro Cur' p're- ^{summon.}
 dia' quod sustineat p' bonos sum' p'dia' ^{the Defen-}
D. & B. quod sint ead' Secutorib' Cur' ^{dants.}
 p'dia' ad p'xor' Cur' Manerii p'dia' Die,
 &c. apud Manerium p'dia' tenend' ad re-
 spond' p'fat' **S. J.** de p'edia' p'tito, &c.
 Idem dies dat' est p'fat' **S. J.** hic, &c.
 — Ad quam quidam p'xor' Cur' vener' ^{Defendants}
 tam p'dia' **S. J.** quam p'dia' **D. & B.** ^{appear by}
 per **J. R.** attorn' suu' & p'dia' Minister' ^{Attorney.}
 Cur' p'dia' Retorn' hic in Cur' quod ipse
 virtute Precept' p'edia' sibi direx' sum'
 p'dia' **D. & B.** per bonu' sum' viz. p' **J. D.**
 & **B. R.** essendi hic ad hanc Cur' ad re-
 spond' p'fat' **S. S.** de p'tito p'dia' p'out
 sibi p'ceptu' fuit, &c. Et super hoc p're-
 dia' **S. J.** petit vers' p'dia' **D. & B.** ^{Plaintiff}
 Tenementa p'dia' cum p'cin' ut **Jus &** ^{Couns.}
 hereditatem sua dicendo qd' quidem **M. J.**
 fuit seistus de Tenementis p'edia' cum
 p'cin' in Dñico suo ut de feodo ad volunt'.

His Title.

Dñi scdm Cons' Manerii pñia' & sic inde
 seistus existens scdm Cons' Manerii il-
 lius a tempore quo non existit memoria
 uisitat' & approbat' ad Cur' Manerii
 pñia' tenet' apud, &c. infra pñina' Ma-
 nerii pñia' Die, &c. Anno, &c. per J. B.
 & C. R. Deputat' Ballivi Manerii p-
 ñia' in pñentia F. C. T. S. B. N. &c.
 tunc Tenend' Dñi Manerii pñia' sursum-
 reddidit in Manus Dñi Tenementa p-
 ñia' cum pñia' ad opus & usum cuiusdam
 M. tunc uxoris pñi W. J. tenend' ad
 term' vite sue & post decessum ejusdem
 M. pñia' Tenementa cum pñia' inte-
 gra remanerent cuidam J. J. filio R.
 J. fratris pñia' W. J. & heredibus de
 corpore suo litime pñcreat' Et pro defec-
 talis exitus ejusdem J. pñia' Tenemen-
 ta cum pñia' integre remanere cuidam
 C. J. filie pñia' W. tenend' sibi & here-
 dibus de corpore suo litime pñcreat' &
 pro defectu talis exitus ejusdem C. pñ-
 ñia' Tenementa cum pñia' integre rema-
 nere rectis heredibus pñia' W. J. &
 heredibus suis imperpetuum Virtute cu-
 jus quidam sursumredditionis pñia' M.
 seist' fuit de Tenementis pñia' cum
 pñia' in Dñico suo ut de libero Tenemen-
 to ad volunt' Dñi scdm cons' Manerii
 pñia' tempore pacis tempore pñia' Rñe,
 &c. capiendo inde Explet' ad volunt' &c.
 & de ipsa M. remansit Jus pñorma' sur-
 sumredditionis pñia' scdm Cons' Manerii
 pñia' J. J. pñia' per quod idem J. fuit
 seistus de Tenementis pñia' cum pñia'
 in Dñico suo ut de feodo talliato ad
 volunt'

volunt' Dñi scdm Cons' Man' pdicti per
formam sursumredditionis pdicta' tempore
pacis tempore Dñe Rñe nunc, &c. ca-
piendo inde explet' ad Valentiam, &c. &
de ipso J. post mortem pdicta' E. (eo
quod uterq; pdicta' J. & E. obierunt sine
herede de corpore suo legitime procreat') re-
mansit Ius per formam sursumreddito-
nis pdicta' scdm Cons' Manerii pdicta' isti
S. J. qui nunc petit videlicet ut filio & heredi
C. J. fratris & heredi pdicta' W. J. &
inde producit sedam, &c.

S. D. queritur & B. M. & J. ur' ejus
de pñto Terre videt de uno Messuagio.
Ec. cum pñt' in L. infra Jurisdiction'
huius Curie & fecit protestacionem prole-
qui querelam suam in forma & natura
brevis Dñe Rñe Mñse mortis antecessoris
ad com' Regem, &c. & petit processum p
eo fieri scdm' Cons' huius Manerii in
forma & natura brevis pdicta' dirigent'
Ballivo & Ministris huius Curie —
Ideo preceptum est, &c. quod idem Bal-
libus & Ministri p Mandat' & Precept'
Dñi huius Manerii & scdm Cons' ejus-
dem Manerii summoniant per bonos
Suffraganeos 12 probos & legales homi-
de homagio huius Manerii qd sint coram
Seneschalla ejusd' Manerii ad pr' Cur'
infra Maner' illud tenent' parati super
Sacramentum recognoscere si C. D. pater
pdicta' S. fuit seign' in Dñico suo ut de
Feodo ad volunt' Dñi scdm Cons' Ma-
nerii istius die qua obiit de & in una
Messuagio, &c. de Terr' customar' huius
Manerii

Another
Pleit, &c.
in Nature
of an Assize
de Mort-
dancester.

Precept to
summon a
Jury, &c.

Pledges.

Manerii vocat' C. in A. infra Jurisdic-
 tion' hujus Cur' die quo obiit & si idem
 C. obiit infra 40 Annos jam ult' elaps'
 Et si p'dia' S. sit propinquior Heres p-
 dia' C. & interim Terras & Tenementa
 videant Et qd sumoneant p bonos sum-
 p'dia' B. & F. qui easdem Terras &
 Tenementa nunc tenent quod sint ibi
 ad audiend' recogn' Et p'dia' S. inven'
 Pleg' ad p'osequend' Querela sua p'dia'
 J. D. & R. R.

Defendant
 pleads in
 bar.

Et modo hic ad hanc Cur' venit p'dia'
 B. M. & F. ux' ejus in propria persona
 sua & p'dia' B. dicit quod p'd C. Pater
 dia' Quer' non fuit seiscitus in Dñico suo
 ut de feodo ad volunt' Dñi scdm Cons'
 hujus Manerii die quo obiit de p'dia'
 Messuag' &c. cum p'tin' modo & forma put
 p p'd Quer' prius supponitur & hoc petit
 quod inquiretur p Alsam Et p'd Quer'
 similiter, &c.

Issue.

Certain Processes, &c. referr'd to, *antea*.

Precept to
 summon
 the Defen-
 dant to ap-
 pear, &c.

W B. Seneschal Vallivo Manerii p'd
 . saltem A. B. queritur vers' C. D.
 in p'lito Terre & fecit Protestacon' sequi
 querela ista in natura Brevis Dñe Rñe
 de Reo Patenti Ideo tibi p'cepto qd
 scdm Cons' Manerii illius Sumoneas p
 bonos Summonitores p'dia' C. D. essend'
 ad p'or' Curia' ibid' tent' (tali die) ad re-
 spondend' in p'lito p'dia' Et habeas ibi hoc
 P'ceptu', &c. Dat' &c. — Vide the Pre-
 cepts ante.

W. B.

III. B. Seneschal Ballivo Maner' pñ Precept to
Salutem Quia **A. B.** queritur, &c. (ut summon a
 sup̃a) to **Sumoneas** p̃ bonos **Sumonitoz** jury to try
res duodecim liberos & legales homines
tenentes Manerii pñ quod sint corā me
pñ Seneschal ad p̃or' Cur' ibid' tenend'
viz. Die, &c. p̃or' futur' ad horam, &c.
eiusdem diei parat' Sacrament' recogn' &
C. B. Pater pñ A. B. fuit sciūt' in
Dñico suo ut de feodo de duobus Mes-
suag' &c. cum pertin' &c. infra Juris-
dictioem huius Curie die quo obiit & a
obiit infra quadraginta Annos jam ult'
elaps' & a idm A. B. ut propinquioz he-
res ejus & interim pñ duo Messuag' vi-
deant & nomina eoz imbrebiari fac' Et
furd' p bon' Sumon' pñ C. & D. qui pñ
Messuag' & Terr' nunc tenent' qđ tunc
sint ibi auditur' illa Recogn' & habeas ibi
Sumon' & hoc Precept' Dat', &c.

III. B. Seneschal Manerii pñ Ballivo Precept to
eiusdem Salutem Scias quod **A. B.** in deliver Pos-
Curia tenta (tali die, &c.) p consideraçoem
eiusdem Cur' recuperabit seisinā suam
vers' H. K. de octo acris Terr' cum prin'
in A. infra Jurisd' Manerii pñia' p de-
faltam pñia' H. K. Et ideo tibi p̃cepicio
qđ plenar' seisin' de Cēntis pñia' cum p-
rin' sine dilatoe Habere facias seisinam
& habeas ibi hoc p̃cept' & qualiter Ex-
ecutionem inde fecissi Dat', &c. session on a
Recovery.

A TABLE of Fees on Proceedings in a Court-Leet, or Court-Baron.

The Steward's Fees.

	<i>l</i>	<i>s</i>	<i>d</i>
F OR entring a Plaint	00	00	08
For a Warrant of Attorney	00	00	04
For every other Warrant	00	00	08
For every general <i>Distringas</i> or } Attachment _____	00	00	08
For every special <i>Distringas</i> or } Attachment _____	00	01	06
For a Bond for Appearance	00	01	00
For entering the <i>Essoins</i> , every } Name _____	00	00	04
For entring an <i>Imparlance</i>	00	01	00
For a Copy of every Declaration	00	01	00
For allowing of every Answer	00	01	00
For a Copy of every Answer	00	01	00
So for allowing, or copying } of every Replication, Rejoin- der, &c.	00	01	00
For entring every Rule, or De- } fault or Nonsuit. _____	00	00	04
For every <i>Subpœna</i> for Witnesses	00	00	08
For every Oath administred in } Court _____	00	00	04
For a <i>Venire Facias</i> 2 <i>s</i> . and for } Return thereof 2 <i>s</i> . _____	00	04	00
For entring a Judgment	00	02	00
For			

	l.	s.	d.
For every <i>Fieri facias</i> , or <i>Scire facias</i> _____ } _____	00	02	00
For every <i>Superfedeas</i> _____	00	02	04
For a Transcript upon a Plaint and Allowance _____ } _____	00	01	08
For allowing a Writ of false Judg- ment _____ } _____	00	06	08
For a Copy and Admittance, in some Ma- nors, 20s. in some 15s. and in some but 6s. 8d.			
For an Admittance on a Tenant's Death, 5s. 6d. whereof 2s. goes to the Bailiff, and 6d. the Cryer.			
For Drawing and Ingrossing a Pair of Leases, in some Manors 32s. in some 1 l. 1s. and in some 15s.			
The Contract Fee is usually 2s. out of every 10l. of the Purchase-Money; if it be above 50l. but if under, the usual Fee is 12s.			
For a Copy of a Licence 10s.			

And Note ; If the Steward holds a Special Court on Purpose to grant an Estate, &c. his usual Fee is a Guinea, besides his common Fees. And if the Business takes up more than a Day, his Fee must be increased proportionably.

The Attorney's Fees.

For his Appearance _____	00	02	00
For Drawing every Declaration, Plea, Replication, Rejoinder, } Rebutter, &c. _____	00	10	00
K k 4			For

	l.	s.	d.
For every Court-Day, while the Action depends	00	02	00

The Bailiff's Fees.

For executing every Summons of the Plaintiff	00	00	04
For executing each Summons of the Defendant	00	00	08
For executing a <i>Distringas</i> or Summons of the Plaintiff	00	00	04
But if of the Defendant	00	00	08
For every <i>Venire facias</i>	00	02	00
And (if tried) for the Return	00	02	00
For every <i>Fieri fac'</i> , <i>Scire fac'</i> or <i>Replevin</i>	00	02	00
To the Jury—each Man	00	00	08

See more of Fees, Pag. 62, 63.

Anno

Anno 10 Annæ Reginæ.

An Act for laying several Duties upon all Sope and Paper, made in Great Britain, or imported into the same, &c. and upon several Kinds of stamp'd Vellom, Parchment, and Paper, &c.

AN D moreover be it enacted, by the Authority aforesaid, That there shall be raised, levied, collected, and paid, to and for the Use of Her Majesty, Her Heirs and Successors, for the several and respective Things, herein after mentioned, which at any Time or Times, within, or during the Term of Thirty-two Years, to be reckon'd from the First Day of *August*, in the Year of our Lord 1712, shall be engrossed, printed, or written, the several and respective Rates, Duties, Charges, and Sums of Money herein after expressed, in Manner following; That is to say,

For every Skin or Piece of Vellom, or Parchment, or Sheet, or Piece of Paper, upon which shall be engrossed or written, with-

Of Courts-Leet,

within or during the Term last mentioned, any Surrender of, or Admittance to any Copyhold Land or Tenement, within those Parts of Great Britain, called England, Wales, and the Town of Berwick upon Tweed, or any Grant or Lease, by Copy of Court-Roll, or any other Copy of the Court-Roll of any Honour or Manor, within the same Parts of Great Britain, or any of them, (other than and except the Original, to the Use of a Will, and the Court-Roll, or Book, wherein the Proceedings of the Court are entred or enrolled) the Sum of Two Shillings and Three Pence Sterling.

And be it further enacted, by the Authority aforesaid, That for the better and more effectual Levying, Collecting, and Paying unto Her Majesty, Her Heirs and Successors, the said several Duties hereby granted and made payable for, or in Respect of the said several and respective Matters and Things to be engrossed or written, as aforesaid; the same shall be under the Government, Care, and Management of the Commissioners for the Time being, appointed to manage the Duties payable to Her Majesty, Her Heirs and Successors, and charged on stamp'd Vellom, Parchment, and Paper; who, or the major Part of them, are hereby required and impowered to employ the necessary Officers under them for that Purpose, and to cause all such further new Stamps to be provided, to denote the Duties last mentioned, as shall be requisite, and to do all other Things necessary.

cessary to be by them done, for the putting this Act in due Execution with Relation to those Duties.

And it is hereby further enacted by the Authority aforesaid, That all Vellom, Parchment, and Paper, upon which any of the last mentioned several and respective Matters and Things shall, from and after the said First Day of *August* 1712, be respectively engrossed, or written, shall before such Ingrossing or Writing be brought to the Head Office for Stamping or Marking of Vellom, Parchment and Paper, and the same Commissioners by themselves, or by their Officers employed under them, shall, and they are hereby impowered and required forthwith, upon Demand to them made by any Person or Persons, from Time to Time, to stamp or mark, as this Act directs, any Quantities or Parcels of Vellom, Parchment or Paper, he or they paying to the Receiver General of the Stamp-Duties for the Time being, or to his Deputy or Clerk, for the Use of Her Majesty, Her Heirs and Successors, the respective Duties payable for the same by this Act, without any other Fee or Reward, and without Delay; which Stamp or Mark to be put thereupon in Pursuance of this Act, shall be a sufficient Discharge for the several and respective Duties hereby payable for the said Vellom, Parchment and Paper, which shall be so stamped or marked.

And

And be it further enacted by the Authority aforesaid, That if any Person or Persons, or Corporation, shall, from and after the said First Day of *August* 1712, within, or during the Term last mentioned, write, engross, or cause to be written or engrossed, or sign any of the last mentioned several and respective Matters and Things before the Vellom, Parchment, or Paper, whereupon the same shall be respectively engrossed, or written, shall appear to have been so duly stamped or marked, as aforesaid, That then every such Person or Corporation so offending in any of the Particulars before-mentioned, shall for every such Offence, forfeit the Sum of Ten Pounds, together with full Costs of Suit; and every Steward or other Officer, or his Deputy, offending herein, and being convicted of any such Offence, shall (over and besides the Forfeiture or Penalty aforesaid) forfeit and lose his Office and Employment, and be incapable to hold the same; and that if any of the said several and respective Matters and Things, so to be engrossed or written, as aforesaid, shall, during the Term last mentioned, be written or engrossed, contrary to the true Intent and Meaning hereof, upon Vellom, Parchment, or Paper, not appearing to have been duly stamped or marked according to Law, That then, and in every such Case, there shall be duly answered, and paid to Her Majesty, Her Heirs and Successors (over and above the Duties

Duties hereby payable) for every such Matter and Thing respectively, the Sum of Five Pounds; and that no such Matter or Thing shall be available in Law or Equity, or be given in Evidence, or admitted in any Court, unless as well the said Duties hereby charged, as the said Sum of Five Pounds, shall be first paid to the Use of her Majesty, Her Heirs or Successors, and a Receipt produced for the same under the Hand of the Receiver General for the Time being, of the Stamp-Duties, or of his Deputy or Clerk, and until the Vellom, Parchment, or Paper, on which such Matter or Thing is so written or ingrossed, shall be marked or stamped, according to the Tenor and true Meaning hereof; and the said Receiver General, and his Deputy or Clerk, are hereby enjoined and required, upon Payment or Tender of the said Duty, payable by Virtue hereof, and of the said Sum of Five Pounds, to give a Receipt for such Money; and the other proper Officers are thereupon required to mark or stamp such Matter or Thing with the proper Mark or Stamp requisite in that Behalf.

By an Act passed *Anno Duodecimo Annæ Reginae*, entituled, *An Act for granting to her Majesty Duties upon Malt, &c. and for explaining a late Act in Relation to stamp-Duties on customary Estates, &c.* It is declared and enacted, That no Copies of any Surrenders or Admittances to Custom-Right, or Tenant-Right

nant-Right Estates, altho' not Copyhold, which pass by Deed, Surrender, and Admittance, or by Deed and Admittance, ought to be stamped, nor were they ever designed or intended, nor ought they to be deemed or construed to be within the Meaning of the (said) Act of 10 *Anne*, for Stamp-Duties.

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